MICROFILM

START OF ROLL

ROLL NO. 11

CONSTRUCTION CONTRACTS

Begins with: Contract # 1254,
Continued from Reel # 10

CONTRACT #1254,

Continued from Reel #10,

FORM 6-21 P-55343 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

PR 163 B

Bear Springs - Wind River Summit

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

August 3, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

RECEIVED
AUG 4 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Your letter of July 23rd to Mr. C. C. Slavens in regard to Price Agreement No. 3 in connection with the Dunn & Baker contract #1254 for surfacing the Wapinitia Highway, a copy of which you sent to me - I beg to advise that the contractor is fully aware of the hauling conditions for this extra 600 yards. In fact, I made the deal myself, to accomodate (?) the contractor, who wanted to get rid of this material and not have to put it through the crusher again.

Yours very truly

C. W. Wanzer

C. W. Wanzer
Division Engineer

cww:c

OREGON STATE HIGHWAY COMMISSION

July 29, 1931.

Mr. C. C. Slavens,
Resident Highway Engineer,
Maupin, Oregon.

Dear Sirs

Reference is made to Price Agreement No. 5, in connection with the Dunn & Baker contract for the surfacing of the Bear Springs-White River Summit Section.

We are wondering if the contractor is aware of the fact that he is to receive considerably less for the crushed rock to be furnished under this agreement than he is receiving for similar materials furnished under the original contract. We have not gone into the matter in any detail, but it appears to us that the materials to be furnished under the agreement are to be hauled some 11 or 12 miles, which haul appears to be considerably greater than the average haul on the materials to be furnished under the regular contract. It occurs to us that the contractor may not be aware of the fact that the provision, which is included in the agreement, relative to these materials not being subject to the haul adjustment, will result in his receiving less payment for the materials than he receives for other stock pile material.

We mention this, thinking that if this feature is not correctly understood, it would be better to have it cleared up now than to have an objection registered by the contractor at some later date.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc C. W. Wanzer

V-28348 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 27, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is Price Agreement No. 3 on Dunn & Baker's contract No. 1254, job prefix 33 PA, which agreement is to cover the crushing, hauling and stock piling of 600 cubic yards of "Extra 1½" - 3/4" " maintenance material at $1.85 per cubic yard.

The matter of obtaining this additional material under the conditions stated in the agreement, was taken up with Mr. Baldock.

Yours very truly
C. W. Wanzer
C. W. Wanzer
Division Engineer

cww:c
encls.

RECEIVED
JUL 28 1931
OREGON
STATE HIGHWAY COMMISSION

PR 16513

July 24, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sirs

Herewith are enclosed four copies of Federal Aid voucher covering the Bear Springs-Wapinitia Section, Project No. 163-B, for the amount of $2445.88. Please note that the amount previously paid, as shown on this voucher, is $3,750.89, which figure represents the actual payments which have been received for vouchers Nos. 1 and 2, the amounts paid on these vouchers being $2,416.05 and $1,334.84 respectively.

We have in our files your letter of June 24th, stating that you were recommending voucher No. 2 for payment for the amount of $1,234.72, but apparently the actual payment made was for the amount originally shown on the voucher by us for $1,334.84.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

100.12
2445.88
J 370 - 373

Dict. by J. W. Nash/ER.

encl.

PR1633

July 24, 1931.

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sirs

We are submitting, herewith, one signed copy and two unsigned copies of our supplemental agreement with Contractors Dunn & Baker, relative to the changed type of surfacing which we propose to construct on the West Unit of the Bear Springs-White River Summit Section (F. A. Proj. No. 163-B).

We are, also, submitting copies of a letter from Dunn & Baker, giving consent to the sprinkling of the dry macadam base by state forces, if sprinkling is found to be necessary in order to secure proper binding and compaction of the materials. We give you our assurance that this sprinkling work will be done, if it is found to be desirable.

The filler material to be used in the construction of the dry macadam base will be 1/8" - 0" screen rejection material, and we give our assurance that a sufficient quantity of this material will be used to completely fill all voids in the macadam base.

It is our understanding that we have now complied with all requirements necessary to make the work involved eligible for federal aid. If any further action on our part is necessary, please advise.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.
cc C. W. Wanser
cc C. C. Slavens

PR163B.

July 24, 1931.

Dunn & Baker,
Klamath Falls, Oregon.

Gentlemen:

We are returning to you for your files an executed copy of the agreement supplemental to Contract No. 1254, which agreement provides for a change in the specifications in accordance with which the surfacing is to be constructed on the West Unit of the Bear Creek-White River Summit Section of the Wapinitia Highway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

WESTERN UNION

P-RP163B

July 24, 1931.

Mr. C. W. Hanson,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

Arrangements are now complete for the construction of surfacing on the West Unit of the Bear Springs-White River Summit Section, in accordance with the revised specifications given in the agreement supplemental to Contract No. 1254, a copy of which agreement was sent to you sometime ago.

At the request of the Bureau of Public Roads, we have agreed that if the dry macadam base cannot be satisfactorily compacted, without sprinkling, we will perform, with state forces, whatever sprinkling work may be necessary. We have also agreed with the Bureau that the filler used in the construction of the dry macadam base will be 1/8" - 0" screen rejection material, and that a sufficient amount of that material will be used to completely fill all voids. Kindly see that these stipulations are complied with.

It is agreed with Dunn & Baker that the changed type of surfacing construction will be used only on that portion of the West Unit which is west of the haul divide between the two quarries which the contractor is using. It is our understanding that this haul divide is approximately two miles west of the east end of the West Unit.

Except as above otherwise indicated, the work is to be performed in complete accordance with the provisions which are set out in the supplemental agreement above referred to.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
cc R. H. Baldock
cc C. C. Stevens

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1201 B

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon TELEPHONE 61

PR 163 B

PR55 31 DL GOVT=SANFRANCISCO CALIF 15 1107A

R H BALDOCK=

ASSISTANT STATE HIGHWAY ENGINEER=SALEM ORG=

RETEL OREGON HUNDRED SIXTY THREE WILL APPROVE SEPARATE APPLICATION HALF TO EIGHTH AND EIGHTH TO DUST WITH YOUR GUARANTEE SUFFICIENT OF LATTER BE USED TO COMPLETELY FILL VOIDS IN MACADAM BASE=

MAHESON.

RECEIVED
JUL 15 1931
OFFICE OF
Assistant State Highway Engineer

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

organization and come to a conclusion please call me by telephone, as we are now erecting our bunkers for the second set-up, and we will have to take into consideration our screened product in arranging our bunkers and screen foundations.

Trusting that we will be able to get the matter adjusted in the near future, we beg to remain

Respectfully yours,

DUNN & BAKER

CAD:LAF

Passed to C. A. Swanson July 17th, that suggestion made in this letter are acceptable to State. Staff.

RECEIVED
JUL 14 1931
OREGON
HIGHWAY COMMISSION

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER	X	DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

If none should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

JULY 13 1931

DR. L. I. HEWES

BUREAU OF PUBLIC ROADS

SAN FRANCISCO CALIFORNIA

RE FEDERAL AID ONE SIXTY THREE A AND B CONTRACTOR OBJECTS TO TWO RING AND PREFERS TO SPREAD HALF TO EIGHTH AND EIGHTH TO DUST ON MACADAM STOP WILL THIS BE SATISFACTORY STOP APPROXIMATELY TWO MILES WILL BE COMPLETED ON WEST UNIT BEFORE CONTRACTOR CAN ORGANIZE AND CHANGE OVER FOR OIL MACADAM TOP

R H BALDOCK

as we are now erecting our bunkers for the second set-up, and we will have to take into consideration our screened product in arranging our bunkers and screen foundations.

Trusting that we will be able to get the matter adjusted in the near future, we beg to remain

Respectfully yours,

JUNK & BAKER

CAD:LAF

Report to C.A. Norris July 17th, that suggestions made in this letter are acceptable to State. State.

RECEIVED
JUL 14 1931
OREGON HIGHWAY COMMISSION

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	X	FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

SALEM, OREGON.
JULY 14, 1931.

JOHN A BAKER,
KLAMATH FALLS, OREGON.

BALDOCK WILL REPLY TO YOUR LETTER WHEN HE RETURNS THURSDAY

STATE HIGHWAY DEPARTMENT

...ankers and screen foundations.

Trusting that we will be able to get the matter adjusted in the near future, we beg to remain

Respectfully yours,

JOHN A. BAKER

CAD:LAF

Passed to C.A. Adams July 17th, that suggestion made in this letter are acceptable to State. Staff.

RECEIVED
JUL 14 1931
OREGON
HIGHWAY COMMISSION

C. A. DUNN, PRESIDENT

J. M. BAKER, SECRETARY

PR 16 313

DUNN & BAKER

INCORPORATED

GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

July 13, 1931

Mr. Roy A. Klein
Salem, Oregon

Dear Sir:

We have your wire of July 11th, and are still holding the Contracts as we tried to get in touch with you, and later talked to Mr. Lytell of Bend, in regard to the change in ½" material. This will necessitate a change in the Contract as mailed to us, and while we were considering the matter it occurred that it would be rather difficult to be producing ½" to 1/8" and ½" to dust at the same moment, which would be essential in laying the macadam under the new specifications. I therefore discussed with Mr. Lytell a possibility of laying the dust separately, which would give better control of the dust in the base course, as it has a tendency to separate if handled as ½" to dust. Mr. Lytell seemed to agree on this point, but wished to get in touch with you before taking any definite action.

Another item of consideration is the fact that we will have finished with our present set-up before it would be possible to get equipment on the ground and start oiling, and it appears that the work from the present set-up will over-lap the West Unit by about two miles. It might therefore be necessary to make further alteration in the revised agreement.

As soon as you have discussed these matters in your own organization and come to a conclusion please call me by telephone, as we are now erecting our bunkers for the second set-up, and we will have to take into consideration our screened product in arranging our bunkers and screen foundations.

Trusting that we will be able to get the matter adjusted in the near future, we beg to remain

Respectfully yours,

DUNN & BAKER

CAD:LAF

Reply to C. A. Dunn July 17th, that suggestion made in this letter acceptable to State.

RECEIVED
JUL 14 1931
OREGON HIGHWAY COMMISSION

Form 1206-S

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

PR72 64 DL=KLAMATHFALLS ORG 11 237P

ROY A KLEIN=

STATE HIGHWAY ENGINEER SALEM ORG=

OUR UNDERSTANDING CHANGES IN SPECIFICATIONS APPLY TO WEST UNIT ONLY AND WE WILL THEREFORE NOT NEED ASPHALT UNTIL CRUSHER IS MOVED WHICH WILL BE AFTER AUGUST FIRST WE UNDERSTAND STATE WILL DO OILING ON EAST AND MIDDLE UNIT IN MEAN TIME IF THIS IS NOT IN LINE WITH YOUR UNDERSTANDING PLEASE ADVISE AS WE HAVE CONSIDERABLE WORK TO DO IN ORGANIZING FOR OIL OPERATION=

DUNN AND BAKER..

...NS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1901 B

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon TELEPHONE 61

Rec'd 11 AM 10 59

PR37 47 DL COLLECT=SANFRANCISCO CALIF 11 1027A

S H PROBERT=

Hlg STATE HIGHWAY OFFICE SALEM ORG=

REGIONAL OFFICE APPROVED CHANGE WAPINITA JOB AS WRITTEN EXCEPT SIZE SCREENINGS DRY MACADAM TO BE ONE HALF INCH MINUS AND CLAUSE BE INSERTED TO PERMIT SPRINKLING BY STATE FORCES IF NECESSARY TO SECURE PROPER COMPACTION STOP NOTIFY CONTRACTOR AND ASK HIM TO ORDER ASPHALT AT ONCE=

R H BALDOCH.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Mail copies to Wanzer and C. C. Slaven

Day Letter

Hamm & Baker
Klamath Falls

You are hereby authorized to proceed with and dry macadam base construction work
oiling work on Wajenita job as provided
for in supplemental agreement recently sent
to you subject to changes whereby screenings
for dry macadam base are to be one-half
inch to dust instead of one-half inch to
one-eighth inch and whereby sprinkling by
state forces will be permitted if necessary
for compaction of macadam base Stop Order
asphalt at once

Roy A. Klein.

Mail copies
to Wangen and
C.C. Stevens

PR163

July 6, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

As has been indicated to you in oral discussion by our Mr. Baldock, we have under consideration the matter of changing the type of surfacing to be constructed on the Bear Springs-Klamath Section (F. A. Proj. No. 163-B).

Copies of the specifications for this changed type of surfacing and of the supplemental agreement which we propose to enter into with the contractor, if the change meets with your approval, are being sent to you herewith, along with a revised estimate to be used as a basis for a modified agreement. The reasons for the change and the advantages of the proposed plan have been made known to your Mr. Lewis by Mr. Baldock, and we assume that it will not be necessary to repeat them here.

We believe that the change is a very desirable one, and we will very much appreciate favorable action on the matter by your Bureau.

Blueprints showing the cross-section to which the surfacing is proposed to be constructed, are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:ER

encl.

Oregon State Highway Department — Project No. 183-B

NEAR SUMMER-WAPINITIA SECTION

OF THE WAPINITIA HIGHWAY IN WASCO COUNTY

(Estimate as basis for modified agreement. Based on contract prices)

Salem, Oregon, July 8, 1931.

27,000	cu. yds.	Common Excavation	$0.80	End low bid		$21,600.00
4,000	" "	Solid Rock Excavation	1.75	" " "		7,000.00
28,000	yd. stas.	Overhaul	0.02	" " "		560.00
5,200	yd. miles	Truck Haul	0.20	" " "		1,040.00
120	lin. ft.	12" Corr. Galv. Iron Pipe	1.75	" " "		210.00
230	lin. ft.	15" " " " "	2.75	" " "		632.50
150	" "	24" " " " "	3.75	" " "		562.50
30	" "	36" " " " "	5.00	" " "		150.00
70	" "	12" Concrete Pipe	1.75	" " "		122.50
30	" "	15" " "	2.75	" " "		82.50
30	" "	24" " "	4.00	" " "		120.00
6,700	cu. yds.	Run-of-bank Gravel Shoulders	1.25	" " "		8,375.00
16,380	" "	Coarse Broken Stone in Surf.	2.50	" " "		37,950.00
2,800	" "	Intermediate Bro. Stone in Surf.	2.70	(Agreed)		7,560.00
3,470	" "	Key Materials in Surfacing	2.70	End low bid		9,369.00
5,720	" "	Screenings in Surfacing	2.70	" " "		15,452.00
200	" "	1/8" - 0" Matls. in Surf.	0.30	(Agreed)		84.00
1,000	yd. miles	Hauling 1/8" - 0" Materials	0.18	"		200.00
5,800	cu. yds.	Filler	0.30	End low bid		1,980.00
8,200	yd. miles	Filler Haul	0.18	" " "		1,476.00
1,150	tons	Asphalt in Place	30.00	(Agreed)		34,500.00
				Sub-total.....		$134,441.50
				10% Engr. & Cont.		13,444.15
				Total		$147,885.65

Length of Project, gross	15.285 miles
Length of 1 Bridge (Non-partic.)	0.034 "
Length of Project, Net	15.251 miles
Cost per mile	$10,960.64

State Funds Available	$ 60,014.15
Federal Aid Requested (62.23% of low schedule)	86,871.50 (60.0044%)
	$147,885.65

State funds for Construction: Chapter 175, Laws 1917; Chapter 81, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

[illegible] Project No. [illegible]

Low Bid Schedule

27,000	cu. yds.	Common Excavation	$0.40	low bid	$10,800.00
4,000	" "	Solid Rock Excavation	1.10	" "	4,400.00
20,000	yds. sta.	Overhaul	0.02	" "	400.00
5,000	yds. miles	Truck Haul	0.10	" "	500.00
100	lin. ft.	12" Corr. Galv. Iron Pipe	1.80	" "	180.00
100	" "	18" " " " "	2.10	" "	210.00
100	" "	24" " " " "	4.75	" "	475.00
30	" "	36" " " " "	5.25	" "	157.50
70	" "	12" Concrete Pipe	1.43	" "	100.10
30	" "	18" " "	2.31	" "	69.30
30	" "	24" " "	3.02	" "	90.60
6,700	cu. yds.	R. O. B. Gravel Shoulders	1.10	" "	7,370.00
16,150	" "	Coarse Broken Stone	2.55	" "	41,182.50
2,950	" "	Intermediate Broken Stone	2.55	(Estimated)	7,522.50
3,470	" "	Key Materials	2.56	low bid	8,883.20
3,700	" "	Screenings	2.55	" "	9,435.00
200	" "	1/8" - 0" Materials	0.35	(Estimated)	70.00
1,600	yds. miles	Hauling 1/8" - 0" Materials	0.14	(")	224.00
5,500	cu. yds.	Filler	0.25	low bid	675.00
8,200	yds. miles	Filler Haul	0.14	" "	1,148.00
1,150	tons	Asphalt in Place	30.00	(Estimated)	34,500.00

Sub-total.....$139,928.60

10% Engr. & Cont.....13,992.85

Total (Low bid)..... $149,911.55

62.22% of Low Bid - $ 98,871.80

PR1635

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 6, 1931.

RECEIVED
JUL 7 1931
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is Price Agreement no. 2 signed by Dunn & Baker, contractors, to cover work to be done in connection with the construction of siphons, concrete headwalls and concrete pedestals where needed on the Bear Springs-White River Summit section of the Wapinitia and The Dalles-California Highways.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie
J. A. Hardie

jah/c
encls.

Stef

PR 163 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 24, 1931

FILED
JUN 25 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The voucher submitted for Oregon Federal Aid Project No. 163-B, June 22, 1931, covering the period from May 11, 1931, to June 10, 1931, in the amount of $1334.84 is in error.

The total amount claimed, shown as $3,650.89, should be $3,650.77. In addition to this a typographical error has been made in stating the net amount claimed.

We are recommending payment in the correct net amount claimed, $1,234.72. Will you please take these errors into account when submitting the next voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

PD 163 B

June 11, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of an analysis of cost for constructing bituminous macadam wearing surface on the Rhododendron-Government Camp Section, Project No. 158-B.

We are likewise enclosing six copies of an analysis of cost for oiling the macadam base on the following projects:

Bostwick-Olis	Project No.	155-A
Pilot Rock-Nye	" No.	155-A
Wapinitia-Maupin Junction.....	" No.	163-A
Bear Springs-Wapinitia.....	" No.	163-B
Rock Creek-Valadez Ranch.....	" No.	6
Barnhouse Ranch-Picture Gorge.	" No.	154-D

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dicta by J. E. Nash/EH.

encl.

EQUIPMENT

1	Oil Distributor				$ [illegible]
1	Tender Truck				10.00
3	Tender Truck Trailers				15.00
1	Broom (1 at Pit)				5.00
1	Rotary (2 units)	"	15.00	"	30.00
1	Fuel [illegible]				
1	Water Tank Trailer				
2	Motor Graders	"	6.25	"	12.50
2	[illegible] Rollers	"	10.00	"	20.00
1	[illegible]	"	5.00	"	5.00
2	Light Trucks				7.00
6	[illegible]	"	4.25	"	25.50
2	Sweeper	"	5.00	"	10.00
1	Truck	"	3.50	"	7.00
2	[illegible]	"	15.00	"	30.00
1	[illegible]				

BEAR MOTORS-WAPUNITA

Project No. 185-B.

(Estimated Cost of Oiling Macadam Base by State Forces)

1. **No. 2 Oil**

Source,	**California Bay Districts**		
Point of Delivery	**Maupin**		
Cost at Source	" 5.00	**$10.50 per ton**	
Freight	" 3.50	**2.70** " "	7.00
	" 15.00		30.00
	Total	**$19.20 per ton or $.061 per gal.**	

Estimated cost of Oil per square yard 0.7 gal. at $.061 - - - $0.037

2. **Production and Stock Piling of Aggregate** (Contract No. 1254)

1-3/4" - 3/4"	Matls.	in	Stock	Pile	$1.85	per	cubic	yard
3/4" - 1/2"	"	"	"	"	1.85	"	"	"
1/2" - 1/4"	"	"	"	"	1.85	"	"	"

Cost of Aggregate per square yard:

.020 cu. yd.	1-3/4" - 3/4" Matl.	at	$1.85		$.037
.009 " "	3/4" - 1/2" "	at	1.85		.017
.006 " "	1/2" - 1/4" "	at	1.85		.011

Cost of Aggregate per square yard - - - - $0.065

3. **Labor, Equipment and Supplies**

As per attached Statement $649.75 per day

Estimated daily run, 8,000 square yards
Cost per square yard, - $0.081

Estimated Total Cost for Oiling Macadam Base $0.203 per sq.

(Used) $0.18 per square yard

DAILY COST OF OILING CREW

EQUIPMENT

1	Oil Distributor	at	$25.00	per day	$25.00
1	Tender Truck	"	20.00	"	20.00
3	Tender Truck Trailers	"	5.00	"	15.00
1	Boiler (2 shifts)	"	5.00	"	10.00
1	Retort (2 shifts)	"	11.00	"	22.00
1	Fuel Tank Trailer	"	2.50	"	2.50
1	Water Tank Trailer	"	2.25	"	2.25
2	Motor Graders	"	5.25	"	10.50
2	10-ton Gas Rollers	"	10.00	"	20.00
5	Dump Trucks	"	11.00	"	55.00
3	Light Trucks	"	2.50	"	7.50
2	Ford Cars	"	1.25	"	2.50
2	Sweepers	"	5.00	"	10.00
2	Tractors	"	3.50	"	7.00
2	Loaders	"	15.00	"	30.00
1	Flat Bed 10-ton Trailer	"	10.00	"	10.00
		Total			$244.25

SUPPLIES

Gasoline, Oil and Grease	$100.00	per day	
Fuel for Boiler and Retort	15.00	"	
Total			$115.00

LABOR

1	Superintendent	at	$10.00	per day	$10.00
1	Foreman	"	8.00	"	8.00
1	Timekeeper	"	5.00	"	5.00
1	Retort Operator	"	8.00	"	8.00
2	Boiler Operators	"	7.00	"	14.00
1	Watchman	"	4.00	"	4.00
1	Mechanic	"	7.00	"	7.00
2	Loader Operators	"	8.00	"	16.00
2	Pitmen	"	5.00	"	10.00
2	Tractor Drivers	"	6.00	"	12.00
1	Pilot Car Driver	"	5.00	"	5.00
8	Truck Drivers	"	6.00	"	48.00
2	Rollermen	"	7.50	"	15.00
1	Oil Truck Driver	"	7.00	"	7.00
1	Leverman	"	6.50	"	6.50
1	Tender Truck Driver	"	6.00	"	6.00
2	Grader Operators	"	7.00	"	14.00
2	Flagmen	"	5.00	"	10.00
17	Laborers	"	5.00	"	85.00
		Total			$290.50

Total for Equipment, Labor and Supplies $649.75

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR CILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Depreciation	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Water Tank	5000	5	200	5.00	3.00	8.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	160	1.80	1.70	3.50
60-Caterpillar	5800	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1300	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
Shovel 1/4-3/8 yards	5400	3	160	11.25	3.75	15.00
" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

PR-163 B

June 5, 1951

Dunn & Baker,
Klamath Falls,
Oregon.

Attention of Mr. D. W. Bayless.

Gentlemen:

In response to your request of the 2nd inst., we are mailing you, under separate cover, a copy of the contract awarded you by the State Highway Commission for the construction of the Bear Springs-White River Summit Section of the Wapinitia and The Dalles California Highway in Wasco County. This is an unsigned copy as we have no extra signed copies available.

Our records show that a fully executed copy of the contract was mailed to you on March 4, 1951.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

J. M. BAKER, SECRETARY

DUNN & BAKER

INCORPORATED

GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

June 2, 1931

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

As we have not received our Contract on the Bear Springs-White River Summit Section of the Wapinitia and The Dalles California Highway located in Wasco County., we ask that you kindly mail same to us at your earliest convenience.

If you find that same has been mailed out to us it evidently has gone astray in the mail, and we would like a copy for our records.

Very truly yours,

DUNN & BAKER

By D. W. Bayless

DWB:LAF

sent March 4

RECEIVED
JUN 3 1931
OREGON
HIGHWAY COMMISSION

ANSWERED
H. B. G.

FORM S-C-1 S-17410 5000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 163 B

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

June 1, 1931.

NOTED
State Highway Engineer

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
JUN 2 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

In line with our conversation of May 26th., I have prepared an estimate of the cost of laying the macadam on the Bear Springs-White River Summit Section of the Wapinitia and The Dalles-California Highways, with oil.

When this job was worked up there was a question as to whether or not we would be able to secure sufficient water to bind up the macadam and as a safeguard we inserted a clause (see page 18 and 19 of special provisions) whereby we were privileged to use oil as a binding agent in case we desired to do so.

After giving the matter considerable thought I have come to the conclusion that it would pay us to put on this oil during the construction of the road for the following reasons:

(1) The road would be more stable if bound up with oil.

(2) As a matter of future economy in its maintenance.

(3) It would eliminate the application of a surface treatment this year.

(4) Would probably make the road strong enough so that the 1" bituminous macadam now planned could be deferred for at least 6 or 7 years.

(5) It would serve as a valuable experiment. This, I think, is very important in as much as I believe the future macadams in this country will be built in this manner.

approved
June 2. 1931
RAK.

(6) It will make available, for the public, a finished road at a much earlier date and will obviate the necessity of sending in an oil crew to work on the road immediately after completion by the contractor.

(7) It will assure us of a better job.

(8) It is doubtful if we will have sufficient water towards the last of the summer.

(9) This contractor has a good rock plant which produces sufficient rock to assure us of a rather cheap cost of oiling.

This estimate is based on the assumption that the contractor will produce 450 Cubic Yards per sixteen hour shift, six days per week. The last report here for the week of May 18th to May 24th., shows that the contractor averaged 557 Cubic Yards per day. The estimate shows the cost of this work would be $2786.78 per mile but to allow for any major breakdown I think we should say that the cost would be $3000.00 per mile. As an off set to this we would have a saving as follows:

Watering 1500 Cu. Yds. @ 20¢ per C. Y.	$300.00	per Mi.
Surface treatment 0-9 Spec.	1100.00	" "
Rock for surfact treatment, 216 C.Y. @ $1.85	399.60	" "
	$1799.60	

Subtracting $1799.60 from $3000.00 would leave $1200.40 which would represent the cost of the oiling which would be in excess of what the water bound macadam plus a surface treatment would cost. This $1200.00 does not take into consideration the fact that it would be necessary to increase the contract to secure sufficient rock for an 0-9 surface treatment. The present contract calls for 270 C.Y. per mile of 1½-3/4 inch rock, 240 C.Y. of 3/4-½ inch rock, which is not sufficient to put on both an 0-9 specification and a 0-11. When the job was first figured we intended to put on only a very light surface treatment but Mr. Baldock says that his last year's experience prompts him to think that nothing lighter than an 0-9 specification should be used on these new roads.

I figured a little on using an emulsified asphalt but due to the extra oil we would have to use I figured it would cost $500.00 more per mile than the asphalt would cost. This figure is based on the assumption that it would require 2.8 gals. per square yard as compared with 2.0 per square yard of "E" grade

asphalt. I also think that the rock we are using is the wrong size for the thickness we wish to lay.

At present the contractor has completed about 3.8 miles of road on The Dalles-California Highway so that we can not use the above plan on that section. The balance of road to be built is on the Wapinitia Highway and is 21.0 miles in length.

An early answer regarding this recommendation will be appreciated as it will take some time to get the oil and the the crew organized.

Yours very truly

C. W. Wanzer
Division Engineer

By K D Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
cc. Mr. R. H. Baldock.

Estimate of Cost of Oiling with "E" grade Asphalt.

Cost of Oil F.O.B. Maupin is $0.0892 per gallon.

Daily Cost of Application:

General Supervision		
1 Oil Inspector @ $185.00 per month	$7.40	
1 Car @ $2.00 per day inc. gas, etc.	2.00	
		$9.40
Heating		
1 Boiler 2 shifts per day @ $7.00 per shift	14.00	
1 Retort 1½ " " " @ 14.50 " "	21.75	
2 Retort operators @ $185.00 per month	14.80	
1 Laborer 8 hours @ 50¢ per hour	4.00	
Fuel oil, etc.	10.00	
		64.55
Hauling and Spreading Oil		
1 Oiler 1½ shifts @ $25.00 per shift	37.50	
1 Tender " " @ 22.50 " "	33.75	
1 Ford Truck 1½ shifts @ $2.50	3.75	
1 Leverman 20 hrs. @ 65¢	13.00	
2 Truck drivers 20 hrs. @ 60¢	24.00	
1 " " 16 " @ 55¢	8.80	
1 Laborer 16 " @ 50¢	8.00	
Gas and oil for equipment	30.00	158.80
		232.75
Demurrage, etc.		23.25
Total		256.00

Estimated gals. spread per day 6000 gal
Cost of Application: $256.00 ÷ 6000 = 0.0427
Total cost per gallon = 0.0892 + 0.0427 = $0.1319
Specification calls for 13.8 gals. per C.Y. or 21,128 gal. per mile
Cost per mile 21,128 x $0.1319 = $2786.78

Specifications to be used with "E" grade asphalt.

(1) Spread 2½"-1¼" rock at rate of 0.11 C.Y. per sq. yd.

(2) Apply "E" grade asphalt at rate of 1.35 gals. per sq. yd.

(3) Spread 3/4"-½" rock at rate of 0.015 C.Y. per sq. yd.

(4) Apply "E" grade asphalt at rate of 0.35 gals. per sq. yd.

(5) Spread ½"-minus rock at rate of 0.01 C. Y. per sq. yd.

(6) Apply "E" grade asphalt at rate of 0.30 gal. per sq. yd.

(7) Spread ½"-Minus rock at rate of 0.01 C.Y. per sq. yd.

Total Rock	Oil
0.11	1.35
0.015	0.35
0.010	0.30
0.010	2.00
0.145	

2.00 ÷ 0.145 = 13.8 gals. oil per C. Y. rock

Total rock 0.145 per sq. yd. = 1531 C.Y. per Mile.

PR 163B

OREGON STATE HIGHWAY COMMISSION

March 24, 1931

Mr. K. D. Lytle
Assistant Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 20, to which was attached a copy of Mr. Stevens' letter of March 18 recommending the addition of approximately 2,000 yards of pit run gravel on The Dalles-California Highway known as the East Unit of the Bear Springs-White River Summit Section. It is noted that the purpose of adding the additional material is to fill up the depressions rather than cut off the high spots.

I think the suggestion to use the additional material is a good one and the addition of 2,000 yards of material at the contract price is approved herewith.

Very truly yours,

State Highway Engineer

RAK:HI

7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

March 20, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is a copy of a letter written by Mr. Slavens regarding the straightening up of the grade on The Dalles-California Highway where we intend to resurface.

As we are only putting on three inches of pit run gravel on this old road, I believe that it would be best to fill up these depressions with pit run gravel rather than cut off the high spots and put the material in the low places.

Mr. Slavens estimates that it will take approximately 2000 yards of gravel. The price on pit run gravel under the contract is $1.25. Of course the haul on this material would be less than the average on the entire job which would make it cost less than the price quoted above. I would judge that when it is figured out exactly it would probably amount to about $1.00 per yard.

Will you kindly advise if it will be all right to use this extra material as suggested by Mr. Slavens?

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.

...000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Maupin, Oregon
March 12, 1931.

Mr. K. D. Lytle
Assistant Division Engineer
Oregon State Highway Dept.
Bend, Oregon

COPY

Dear Sir:

Reference is made to the run of bank gravel base on the East Unit of the Bear Springs-White River Summit Section.

The profile of this unit shows numerous depressions in the existing surfacing, and in order to hold grade brakes at least 200 ft. apart, it will be necessary to bring the depressions up to grade by means of an extra course of gravel, at these points, in addition to the 3" course specified in the contract.

The only other alternative is to cut off the high spots and fill the depressions. This method would not be very effective unless the existing surfacing was scarified to the full depth, bladed into wind rows on the shoulders and bladed back into place after the sub-grade had been brought to true crown and grade.

I have attached an estimate of the amount of extra gravel it will take to bring out the depressions, now in the existing surfacing.

Please advise.

Yours truly

(Sgd.) C. C. Slavens
C. C. Slavens
Res. Engineer.

STA. TO STA.	DIST.	COMPACTED THICKNESS	CU. YDS.
158 to 159	100'	6"	45.0
169 to 171	200'	3"	46.0
173 to 175	200'	3"	46.0
177 to 180	300'	3"	69.0
183 to 185	200'	2"	30.0
187 to 188	100'	2"	15.0
195 to 196	100'	2"	15.0
198 to 200	200'	3"	46.0
209 to 210	100'	3"	23.0
217 to 219	200'	3"	46.0
220 to 224	400'	3"	98.0
230 to 233	300'	4"	180.0
234 to 238	400'	4"	240.0
239 to 241	200'	4"	120.0
243 to 244	100'	2"	15.0
245 to 247	200'	2"	30.0
252 to 254	200'	1"	13.0
255 to 256	100'	1"	7.0
261 to 263	200'	1"	13.0
264 to 265	100'	2"	15.0
266 to 267	100'	2"	15.0
269 to 271	200'	4"	60.0
273 to 274	100'	2"	15.0
277 to 279	200'	2"	30.0
289 to 292	300'	3"	69.0
302 to 304	200'	3"	46.0
305 to 307	200'	2"	30.0
307 to 309	200'	3"	46.0

Sta. to Sta.	Dist.	Compacted Thickness	Cu. Yds.
312 to 314	200'	2"	30.0
319 to 321	200'	2"	30.0
322 to 323	100'	4"	30.0
324 to 326	200'	5"	76.0
328 to 332	400'	2"	60.0
333 to 336	300'	2"	45.0
341 to 344	300'	2"	45.0
345 to 346	100'	3"	23.0
347 to 348	100'	3"	23.0
350 to 353	300'	5"	144.0
354 to 355	100'	3"	23.0
356 to 359	300'	4"	45.0
Totals.....8000 Ft.			1998.0

FR 163 B

March 30, 1931

Mr. W. H. Schilling
Kemmin, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 11, 1931, concerning employment on the Wapinitia project now under construction. This being a contract job, you will appreciate that the matter of the selection of employees is wholly within the jurisdiction of the contractor and this department has no control over that feature.

All of these contractors have built up organizations of foremen, mechanics, grader men, etc. whom they employ pretty much the year round, taking them from one job to another. Naturally, the contractors are dependent on these men for the efficient operation of their organization.

I have written to Mr. C. A. Dunn, the President of Dunn & Baker, the contractors on this project, and he assures me that they will endeavor to place as many of the local residents as possible on this job when additional help is needed, so that I anticipate, as the work opens up and is further expanded, that there will be more of an opportunity for local residents to secure employment.

Very truly yours,

State Highway Engineer

RAK:HI

W. DUNN, PRESIDENT J. M. BAKER, SECRETARY

DUNN & BAKER

INCORPORATED

GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

March 18, 1931

Oregon State Highway Commission
Salem, Oregon

Attention Roy A. Klein

Gentlemen:

We have at hand your letter of March 16th relative to employment of local labor on the Wapinitia Highway. It has always been the policy of this firm to employ as much local labor as possible, providing the same efficiency can be obtained from its use, however, we have been in business a number of years and during this time have created an organization of foremen, mechanics, grader men etc., which cannot be replaced through local channels and we only place new men on these jobs when the old men are not available. Quite often the local people have the feeling that local labor should be employed regardless of its efficiency, but Highway organization at best is none too good and we can only employ such local labor as can efficiently fill the position which is open. I am sure that our organization at Maupin will endeavor to place as many of the local people as possible and in keeping with efficient construction methods.

I will go into the matter in detail as to the number of local people now employed etc., and future prospects of placing local people and will write you later on the subject as I do not now have the data at hand.

Thanking you for calling this matter to our attention, we beg to remain.

Very truly yours,

DUNN & BAKER

By W. Dunn

CAD: LAF

March 16, 1931

Dunn & Baker
Klamath Falls, Oregon

Gentlemen:

I have had a letter or two from persons who live in the vicinity of Maupin who were disappointed in not getting jobs on your contract on the Wapinitia Highway. Naturally, they complain that men are brought in from the outside. Of course, they do not appreciate the fact that all contractors have their own organizations and have many men who follow them around from job to job over many years and, naturally, such men who are capable and known have the first chance.

The great majority of local people also do not appreciate that this is a state-wide organization and that, in theory, at least, the work is open to all citizens of the state. However, as you can well appreciate, it does create a favorable impression among the local people if they are given a chance on jobs which they are qualified to handle.

When work is plentiful these questions rarely come up, but in times such as these, when there is a scarcity of work, they assume considerable importance in a community.

I know that the reports which come in on these matters are frequently exaggerated, and I presume that either you or your subcontractor already have some Wasco County people employed. Will you please look into this matter and advise me at your convenience as to the actual facts and as to your policy in the matter of employment of local labor?

Very truly yours,

State Highway Engineer

RAK:HI

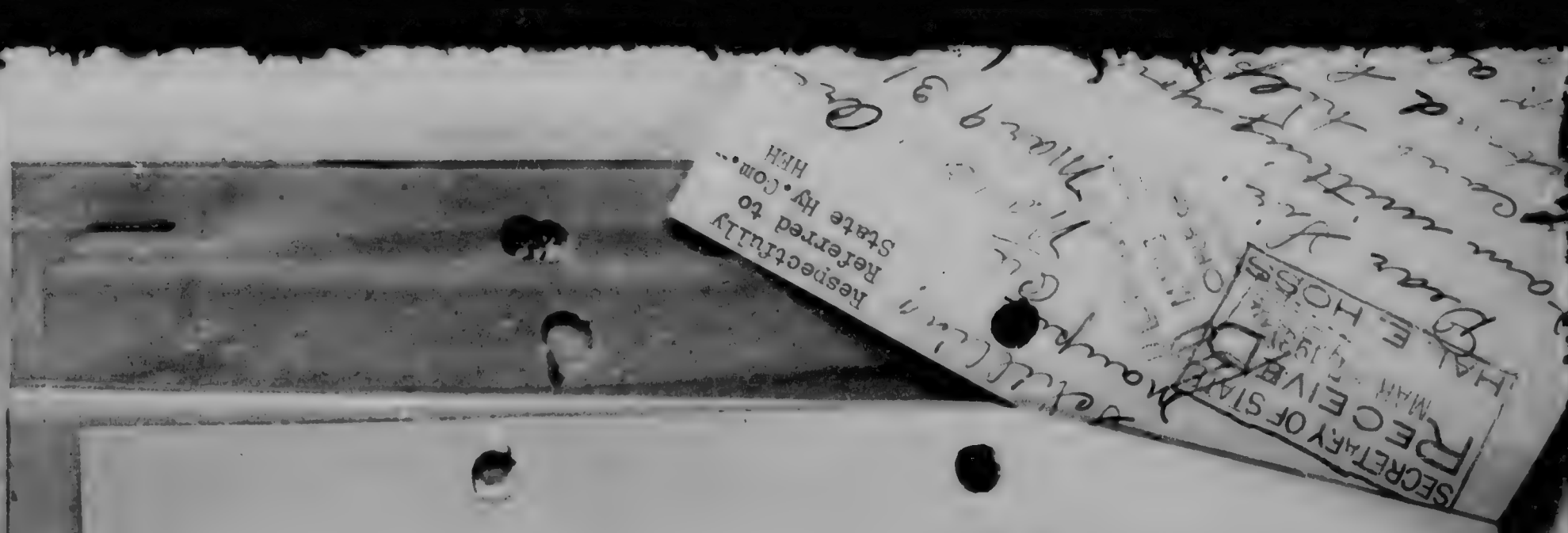
cc K. D. Lytle

Marginia, Oregon
March 1, 192[illegible]

Oregon State Highway Comm.
Salem Oregon

Dear Sirs:

I am writting you in regards to the Waginitia Highway that is being Contra-cted by Dunn-Baker. Klamath Falls. They are using all of their help out of Klamath Falls employment agencies & Won't give a local Marginite a job. I have Tax support have been out of work all winter need a job and can't get on board. It just looks like something is to bad when men getting ready to live in a County Town, they should get a Marginite possibly there is a small place & the road job is the only thing here now. Please look into this Oregon living Mostly all single men. If they are a bunch of crooks or they would have the



Married men with families to work.
please ans, & let me know what
can be done about this matter.
And write them a good letter to
this effect as I do. My son needs
a job.

Truly Yours
W. H. Goldsberry

SECRETARY OF STATE
RECEIVED
MAR 9 1931
HAL E. HOSS

Respectfully
Referred to
State Hy.Com.-
HEH

Mar 9 31

PR 163

Dear Sir.

I am writting you to see if you can help me out. My Husband has been out of work all winter and unable to find any work This road that is being graveled by Dunn & Peters of Klamath Falls was supposed to give Manpin men work & instead they are getting all their men from Klamath Falls. They have only got 2 men on working from Manpin. & these men need work. Don't there a job you can get some place down can where it is that my Husband can get as

Married man
please ans.
Can he done
And write
this effect
a job.

we need work & have a
large family. Mr Schilling
is a first class mechanic
good welder, & lathe man
roller man Tractor man
& can furnish very best
of References & Mr Schilling
was hired by Dunn & Baker
Foreman & worked one day
& Foreman told him he could
have the job unless their
old Roller men didn't come
from Klamath Falls & so the
next day their old Roller
man came from Klamath
falls & took his place & there
would be lots of work here
if they would hire men
from Klamath Falls. T
our boy 18 yrs needs work
bad ly, please ans in return
by return mail.

PR 163 B

March 16, 1921.

Mr. C. C. Stevens,
Resident Highway Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to the voucher in payment of $300.00 to Adolphus Mayhew for a gravel pit site near Maupin, for use in connection with the surfacing of the Bear Springs-White River Summit Section of the Wapinitia Highway. It is noted that you have charged this voucher to Prefix 38-62-6KL, which prefix covers the purchase of right-of-way on the Wapinitia Highway. We have changed the charge to 38-Pa-648, which prefix covers the surfacing of the Bear Springs-White River Summit Section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by L. E. Parsons/EE.

cc to C. W. Turner

PR163B

March 10, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement and six copies of analysis of cost for preliminary oil treatment on the Sweet Springs-Reynolds Section, Project No. 163-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department — Project No. 169-B

BEAR SPRINGS-WAPINITIA SECTION

OF THE WAPINITIA HIGHWAY IN WASCO COUNTY

(Return to as basis for project agreement. Based on contract prices.)

Salem, Oregon, March 10, 1931.

87,000	cu. yds.	Common Excavation	$0.50	Est low bid $18,500.00
4,000	" "	Solid Rock "	1.75	" " " 7,000.00
20,000	yds. stms.	Overhaul	0.02	" " " 400.00
8,000	yd. min.	Trunk Haul	0.25	" " " 2,000.00
160	lin. ft.	15" Conc. Galv. Iron Pipe	1.75	" " " 280.00
120	lin. ft.	18" " " " "	2.75	" " " 330.00
160	lin. ft.	24" " " " "	3.75	" " " 600.00
80	lin. ft.	30" " " " "	4.00	" " " 320.00
70	lin. ft.	15" Concrete Pipe	1.75	" " " 122.50
50	lin. ft.	18" " "	2.75	" " " 82.50
30	lin. ft.	24" " "	4.00	" " " 120.00
6,700	cu. yds.	Run-of-Bank Gravel Shoulders	1.25	" " " 8,375.00
16,000	cu. yds.	Coarse Broken Stone Surfacing	2.50	" " " 35,000.00
3,700	cu. yds.	Key Materials in Surfacing	2.75	" " " 7,250.00
3,350	cu. yds.	Screenings in Surfacing	2.75	" " " 8,540.00
3,000	cu. yds.	Filler	0.90	" " " 1,080.00
8,300	yd. min.	Filler Haul	0.18	" " " 1,674.00
140,000	sq. yds.	Oil Treatment	0.16 (est.)	22,400.00

Sub-total..... $109,000.00

10% Engr. & Cont. 10,900.00

Total..... $119,900.00

Length of Project, gross 13.365 miles
Length of 1 Bridge (non-participating) 0.014 "
" " Project, Net 13.351 "
Cost per mile $9,000.00

State Funds Available $48,263.82
Federal Aid Requested 72,236.83 (58.970%)

$120,500.65

State Funds for Construction: Chapter 173, Laws 1919: Chapter 21, Laws 1930.

State Funds for Maintenance: Chapter 41, Laws 1927.

[redacted]

[redacted]

[redacted]

[redacted]

	Per Square Yard
Preparing Base	$ .030
No. 5 Oil	.005
Heating, Hauling and Spreading Oil	.010
Aggregate	.006
Loading, Hauling and Placing	.007
Moving and Setting up Plant	.002
Supervision	.002
	$ .062 per sq. yd.

[redacted] ROAD SYSTEMS-NAPOLEON

[redacted] ANALYSIS OF COST FOR

[redacted] PENETRATION OIL TREATMENT

[redacted] Project No. 163-2

	Per Square Yard
Preparing Base	$ .020
No. 3 Oil	.035
Heating, Hauling and Spreading Oil	.010
Aggregate	.020
Loading, Hauling and Placing	.027
Moving and Setting up Plants	.008
Supervision	.002
	$ .100 per sq. yd.

Jan. 15, 1951.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3300,
Portland, Oregon.

Dear Sirs

Enclosed herewith are six copies of estimate accompanying plans. Five bid proposals and five sets of oil treatment specifications covering the Bear Springs-Wapinitia Section, Project No. 105-A.

Under separate cover, we are sending five sets of blueprint plans for this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/EM.

encl.

Oregon State Highway Department — Project No. 105-B

NEAR SUTHERS-NAPAVINA SECTION

OF THE NAPAVINA HIGHWAY IN BASCO COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, January 15, 1934

27,000 cu. yds.	Common Excavation		$0.35	$7,100.00
4,000 cu. yds.	Solid Rock Excavation		1.25	5,000.00
20,000 yd. sta.	Overhaul		0.05	800.00
5,000 yd. mi.	Truck Haul		0.25	1,250.00
160 lin. ft.	18" Corr. Galv. Iron Pipe	.75	2.00	320.00
120 lin. ft.	18" " " " "	2.75	3.00	360.00
160 lin. ft.	24" " " " "	3.75	4.00	640.00
50 lin. ft.	30" " " " "	4.00	6.00	300.00
70 lin. ft.	12" Concrete Pipe	1.75	2.00	140.00
30 lin. ft.	18" " "	1.75	3.00	90.00
30 lin. ft.	24" " "	2.00	4.00	120.00
6,700 cu. yds.	Run-of-Bank Gravel Shoulders	1.35	1.05	7,035.00
16,000 cu. yds.	Coarse Broken Stone Surfacing	2.30	1.10	17,600.00
2,700 cu. yds.	Key Materials in Surfacing	2.70	2.50	6,750.00
5,200 cu. yds.	Screenings in Surfacing	2.60	2.50	13,000.00
3,500 cu. yds.	Filler	2.40	2.40	8,400.00
8,200 yd. mls.	Filler Haul	2.28	0.20	1,640.00
140,000 sq. yds.	Oil Treatment (State forces)		0.16	22,400.00
		Sub-total		$ 93,485.00
		10% Engr. & Cont.		9,282.50
		Total		$ 83,667.50

Length of Project (gross)	15.285 miles
Length of One Bridge	0.034 "
Net length of project	15.251 "
Cost per mile,	$6,592.00

Amount requested from Federal Aid funds	$55,190.25 (62.25%)
State Funds	33,497.25
	$88,687.50

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

BEAR SPRINGS-WAPINITIA SECTION

Federal Aid Project No. 163-B

1. Description: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where the volume of traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. Width: - 18 feet with extra width as required.

3. Sizes of Aggregate: - Grade "C" - 1-1/4 to 3/4 inch
Grade "B" - 3/4 to 1/2 inch
Grade "A" - 1/2 to 1/4 inch

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: a. Perform whatever operations may be necessary to bring the broken stone or crushed gravel surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

b. Spread 1-1/4" - 3/4" aggregate at a rate of .020 cubic yard per square yard. Blade and broom to smooth surface, adding additional rock by hand where required. Roll until course is thoroughly compacted.

c. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

d. Spread 3/4" - 1/2" aggregate at a rate of .009 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

e. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

f. Spread 1/2" - 1/4" aggregate at a rate of .0075 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

Spec. O-10
1/7/31.

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

_ _ _ _ BEAR SPRINGS-WAPINITIA SECTION _ _ _ _ _

Federal Aid Project No. 163-B

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Spec. O-10
1/7/31.

#1254

PR163B

March 10, 1931

Union Oil Company,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of March 5th in which you make inquiry concerning Dunn & Baker, contractors.

Please be advised that the above contractors were awarded contract No. 1254 which is known as the Bear Springs-White River Summit Section of the Wapinitia and The Dalles-California Highways in Wasco County. This contract consists of 24.8 miles of surfacing and grade widening. Amount of the contract is $811,207.50. Bond was furnished by Fidelity & Deposit Company of Maryland for whom R. E. Pinney, Failing Bldg., Portland, is resident agent. Amount of bond is $105,003.75. Completion date of the contract is April 30th, 1932.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Claiseyer,
Secretary.

Dict. by J. McFarland.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

March 5, 1931

Oregon State Highway,
Salem, Oregon,

RE: Dunn and Baker
State Job #33 P.A.

Gentlemen:

We have just been advised that Dunn and Baker have been awarded a bonded job, working on Wapinita cut off near Maupin, Oregon. The state job number is 33 P.A.

We wish to determine the following facts - Have Dunn and Baker been awarded the original contract? Is the job number correct? Is this the full description of this particular job? What is the amount of the job? What is the approximate date of completion? What is the name of the bonding company and local agent's name and address? What is the amount of the bond?

For your convenience in replying and forwarding us the above requested information, you will find attached a self addressed stamped envelope. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner

District Manager

LC PM
enc.

Form 39—E-18160—1500—9-30.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Report #1

PR163B

Date Feb. 23, 193 1

Job name Bear Springs- White River Summit

Week from Feb. 15 to Feb. 21

Mail address Maupin, Oregon

Highway Wapinitia and The Dalles- California

Telegraph or telephone address " "

" "

County Wasco Job prefix 33PA

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Surfacing and Grade Widening

Dunn and Bakers Representative. L. F. Ireton, who is to be in charge of this Project, arrived on the Job Feb. 16. The contractor's forces have been drilling and shooting the gravel pit at the East End of the Project, also several loads of Equipment have arrived and was unloaded near Wapinitia.

Contractor will start operations preparatory to shooting the Wapinitia Rock Quarry, Monday the 23d of this month.

(See back of this sheet for instructions and detailed information.)

Signed C. L. Stevens

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 17.4

Miles completed 00

Miles completed except finishing 00

Total cubic yards in project 40,000

Cubic yards moved to date 00

Miles covered by contractor's forces 00

Miles cross-sectioned 00

Miles cross-sections completed and checked 00

Miles to be remeasured 00

Number men in Engineering Party 4

Contractor's average force for week ..... 0 ..... men,

..... 0 ..... teams, ... 0 ..... steam shovels

Grading work will be completed about ..... Dec. 1, 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 24.8

Miles completed 00

Miles partially done 00

Total cubic yards in project 95,000

Cubic yards produced to date 00

Average daily yardage produced this week 00

Average daily yardage necessary to complete on time 244

Contractor's average force for week ..... 4 ..... men,

..... 0 ..... teams, ... 1 ..... trucks

Project will be completed about ..... Dec. 1, 1931

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... Percentage .....
2. ..... Percentage .....
3. ..... Percentage .....
4. ..... Percentage .....

PR 163B

February 7, 1931

Dunn & Baker
Klamath Falls, Oregon

Attention: C. A. Dunn

Gentlemen:

Replying to yours of the 6th instant concerning the signing of contracts and bonds, wish to say that it has long been our practice to require that both the president and secretary of corporations sign both the contract agreement and bond in connection with their contract. This requirement is only waived in the event that the contractor furnish us with a certified copy of the minutes of the corporation which authorizes any individual official of the company to bind the corporation. In the future if you will furnish us with such certified copy of your minutes when returning the contract to this office we believe that our attorney will approve the signatures.

We have no knowledge of ever having received such certified copy of the minutes of your corporation. If we have it is undoubtedly of such long standing that changes could have been made of which, of course, we would have no knowledge.

We appreciate that it is sometimes inconvenient for both yourself and Mr. Baker to sign these contracts but believe that the situation will be relieved if the method outlined above is followed.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

J. M. BAKER, SECRETARY

DUNN & BAKER

INCORPORATED

GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

February 6, 1931

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are returning under separate cover the Contracts on Bear Springs-White River Section. Mr. Baker has signed the Bond on these Contracts, however, we have never done so in the past and there is no legal reason why Mr. Baker should sign either the Contract or the Bond, as we are a corporation duly organized under the laws of the State of Oregon, and either Mr. Baker or myself are authorized by the minutes of the corporation to execute Contracts in behalf of Dunn & Baker.

It is some times inconvenient, and in fact practically impossible to have both of us to sign Contracts as one of us may be away for some extended period, and this has not been required, not even by the Federal Government. We make this statement not only because it has caused some delay but because of some future time it might cause still more embarrassment.

Trusting that this will tend to clarify the matter, we beg to remain

Very truly yours,

DUNN & BAKER

By C. A. Dunn

CAD:LAF

ANSWERED
H. B. G.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 163 F
E.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 16, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending for approval the plans, specifications, and estimate for Oregon Emergency Federal Aid Project No. 163, section B, the bids for which were opened on January 15, 1931.

This is also to advise you of our concurrence, today, in the award of the contract to Dunn and Baker, Klamath Falls, Oregon, who submitted the second low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

Agpr 10637

Form P. R. 2

State Oregon

Project No. 163. Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 1931

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of April, 1930, a project statement, which was approved by the Secretary on the 21st day of May, 1930, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 15th day of January 1931, and approved by the Secretary on the 22nd day of June, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-two thousand, three hundred five and 53/100

dollars ($72,305.53) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 690+18.5 near the center of Sec. 26, T.5 S., R.10 E., W.M., and survey station 1390+42.3 at the west end of Section A of said project in the N.E.¼ of Sec. 23, T.5 S., R.12 E., W.M. (excepting therefrom the bridge between survey stations 1285+63 and 1286+39)

terminal points, a distance of 13.851 miles, known locally as the Bear Springs-Wapinitia Section of the Wapinitia Highway between Government Camp and a point on the Federal Aid Road near Maupin, Wasco County, being Section B of Oregon Federal Aid Project No. 163.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ..... (Include amount, date, and citation of act of legislature by which authorized)

Chap. 175, Laws of 1917; Chap. 31, Laws of 1920

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall enter into the construction of said project shall not in any event exceed the sum of Section B of seventy-one, one hundred five and 53/100 dollars ($ 72,105.53), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred twenty thousand, five hundred sixty-nine and 35/100 dollars ($ 120,569.35), the approved total estimated cost of Section B of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of

(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of

Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—4818

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ---------- upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ----------

(Include reference to statute authorizing funds, probable amount annually available, and by whom to be placed under direct control of Highway Department)

STRICKEN OUT

(Omit if not applicable)

---

terms hereof, to ---

ury a warrant for the payment of said certified sum, or so much thereof as may be due under the in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treas- ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed

PAYMENTS

6

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ---;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ---
(Include reference to statute authorizing

---
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

---

*(*b*) By the ---;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ---
(Include reference to statute authorizing

---
funds and probable amount annually available)

---

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ---

---
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 22nd day of June, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H. Baumgartner
Chairman, State Highway Commission
(Title of officer)

By M. A. Knapp
Member, State Highway Commission
(Title of officer)

[SEAL] By C. K. Spaulding
Member, State Highway Commission
(Title of officer)

By ---
(Title of officer)

By ---
(Title of officer)

[SEAL] Attest: W. R. Ellis
Acting Secretary of Agriculture.

5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 690+18.5 near the center of Sec.26, T.5 S., R.10 E., W.M., and survey station 1390+42.3 at the west end of Section A of said project in the N.E.¼ of Sec.23, T.5 S., R.12 E., W.M. (excepting therefrom the bridge between survey stations 1285+63 and 1286+39), locally known as the Bear Springs-Wapinitia Section of the Wapinitia Highway between Government Camp and a point on the Federal Aid Road near Maupin, Wasco County, and designated in the records of this Department as Section B of Project No. 163, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $120,569.35 as the total estimated cost of Section B of said project, and the sum of $72,305.53 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed authorized Federal pro rata share the [illegible] per cent of said total estimated cost.

Done at the city of Washington, this 22nd day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Evans
Acting *Secretary of Agriculture.*

Ours

8—4826

CONTRACT #1255, 1344,
1357, 1492,

PR 37 Dillon-Biggs, Bit. Macadam 1932

1255 1344, 1357, 1492

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

October 7, 193?.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:- Re: Oregon NRH-37

We are forwarding herewith three copies of proposed project agreement for Oregon NRH-37 for signature and return to this office. We are also enclosing an approved copy of the estimate upon which the project agreement was based, together with approved copy of the specifications.

In order that the same items of work are not included under two agreements, we have requested the Chief of Bureau to approve a change in type on the regular Federal Aid Project under the provisions of Regulation 6, Section 10. As amended this project will consist of 11.053 miles of bituminous macadam, 1.005 miles of gravel surfaced road, and three bridges 0.423 of a mile in length. A revised estimate should be submitted promptly to replace the estimate dated June 23, 1932. The revised estimate should eliminate the items now included in the NRH project, and retain the items of "Rock in Stockpile," if you wish to claim Federal aid under the old agreement.

Very truly yours,

W. H. LYNCH
District Engineer.

Senior Highway Engineer

Division Engineer's Estimate of Cost

Dillon Section & Biggs-John Day River Sec.

Columbia River Highway

11.19 Miles Bituminous Macadam Wearing Surface

Dillon Section

Preparation of Base	1.4 Mi.	@ 100.00	$140.00
Plain Mineral Aggregate	1800 C.Y.	@ 1.10	1980.00
Hauling Mineral Aggregate	4500 Yd.Mi.	@ 0.14	630.00
Asphalt in Place	115 Tons	@ 26.00	2990.00
Emulsified Asphalt or Cut back Asphalt in Seal Coat	14 Tons	@ 24.80	347.20
Gravel Shoulders	900 C. Y.	@ .40	360.00
Hauling Gravel Shoulder Mtls.	2300 Yd.Mi.	@ .10	230.00

Biggs-John Day River Section:

Preparation of Base	9.8 Miles	@ 60.00	588.00
Placing Mineral Aggregate	13,200 C. Y.	@ 1.00	13,200.00
Hauling Mineral Aggregate	23,500 C. Y.	@ .14	3,290.00
Asphalt in Place	850 Tons	@ 26.00	22,100.00
Emulsified or Cut back Asphalt in Seal Coat	100 Tons	@ 24.80	2,480.00
Gravel Shoulders	1,200 C. Y.	@ .50	600.00
Hauling Shoulder Materials	2,200 Yd.Mi.	@ .10	220.00
			$49,155.20

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

August 24, 1933

RECEIVED
SEP 5 - 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence today in the award of contract for Oregon NRH 37, Dillon section, bituminous macadam, to J. F. Forbes, who submitted the low bid.

Very truly yours,

W. H. LYNCH

W. H. LYNCH
District Engineer

HR31

April 24, 1933

Mr. J. B. Pfeats
Attorney at Law
Board of Trade Building
Portland, Oregon

Dear Sir:

Responding to your request of April 22 I am enclosing a list of claims against State Highway Contract No. 1258 awarded by the State Highway Commission to C. R. Johnson for the grading and surfacing of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Very truly yours

Secretary

HBQ:AJ

ATWATER 3552

J. B. PFOUTS
ATTORNEY AT LAW
820 BOARD OF TRADE BUILDING
PORTLAND, OREGON

April 22, 1933

RECEIVED
APR 24 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am attempting to wind up the affairs of I. A. Dempsey and it becomes necessary for me at this time to ask if you could kindly send us an up-to-date list of all claims filed on Contract #1255 covering the grading and surfacing of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon. C. R. Johnson was the contractor in this case.

I would appreciate this information.

Yours very truly,

J. B. Pfouts

JBP
MR

C. R. Johnson - Contract No. 1255 - The Dalles-Biggs Section of the Columbia River Highway in Wasco [illegible] Sherman Counties.

Claims on file against the above contract April 24, 1933.

Martin E. Oakes - for machine rental -	$ 1,515.00
W. E. Breecher - for hauling - amount not stated -	
Tipton & Manchester - for labor and material -(Dempsey)	212.05
[illegible] Williams Co. - for material -	141.00
Schlesser Bros. Market - for supplies - (Dempsey)	419.84
I. A. Dempsey, sub contractor, labor and material -	6,000.00
(Atty. J. N. Hart advises that Dempsey claim is $4,385.00)	
City of The Dalles - for equipment rental -	450.00
Thos. Higginbottom - for hauling -	453.25
R. A. Twiss - forlabor -	29.44
(R. A. Twiss advises that he has balance due of $12.30)	
Tum-A-Lum Lumber Co. for material - (Dempsey)	58.10
Dayton Sand & Gravel Co. for hauling -	583.48
Collins Concrete Pipe Co. - for material -	412.10
S. J. Frank - for material -	2,764.45
F. R. Gallagher - for labor - (Dempsey)	117.96
Carl Signer - for labor - (Dempsey)	173.16
The Dalles Iron Works - labor and material - (Dempsey)	185.39
Parlor Grocery - for supplies - (Dempsey)	242.73
Teb Brown - for hauling -	466.00
Updegrave Bros., for labor and material -	1,968.70
Pure Iron Culvert Co. for material -	1,633.19
Standard Oil Company - for supplies furnished -	470.14
Ethel Booher - for meals furnished -	619.94
Howard-Cooper Corporation advise of claim - amount not stated.	

FORM O-A-1 8000 SM 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. E. SLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

JK-37

OREGON STATE HIGHWAY COMMISSION

SALEM

December 30, 1932

IN REPLY PLEASE REFER TO FILE NO.

Mr. J. E. Peck,
Resident Engineer,
The Dalles, Ore.

Dear Sir:

In comparing the construction profiles of the Dillon Section with that of the Dillon-Biggs, it is noted that the grade elevation as shown at Station 1506, Dillon Section is given as elevation 177.59, whereas Station 1506 is given from the Dillon-Biggs Section at elevation 176.59. Thus there is a foot discrepancy between the two profiles.

Will you kindly advise if there is an equasion in elevations at or near this point, or whether there has been a mistake made by recording the elevations on one of the profiles. This latter seems impossible as the rates of grades check with the elevations shown for the respective profiles.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to

R. H. Baldock ✓

K. D. Lytle

December 27, 1932

Dunn & Baker,
Contractors,
Klamath Falls, Oregon.

Gentlemen:

In order to correct an overpayment made in the final estimate for the Dillon-Biggs job, we are deducting the amount of the overpayment ($228.58) from the final amount to be paid you on the Huntington-Slides job.

To accomplish this, we have prepared a revised final estimate voucher for the Dillon-Biggs job in a negative amount of $228.58, and have attached it to and made it a part of the final estimate voucher for the Huntington-Slides job, which voucher is being submitted to you herewith. In executing this voucher, please execute the acceptance sheet for the Dillon-Biggs job as well as the acceptance sheet for the Huntington-Slides job. It will not be necessary to execute the voucher sheet for the Dillon-Biggs job.

The matter of the overpayment on the Dillon-Biggs job has probably been discussed with you by our resident engineer, W. J. Walsh. The overpayment came about through an erroneous measurement of one of the trucks used in the hauling work performed on that job. A detailed statement of the items affected and of the amounts of the corrections is being sent herewith to enable you to verify our computation of the total.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:GS
Encl

OR37

December 8, 1932

Fidelity and Deposit Company of Maryland
Portland, Oregon

315 Watlers Ext
Failing Bldg

Gentlemen:

We are in receipt of notice of claim of the Commercial Tire Company in the total amount of $385.36 for truck tires and tubes and installation thereof, furnished to C. T. Brunner of Portland and Dunn & Baker of Klamath Falls in connection with the following contracts awarded to Dunn & Baker by the Oregon State Highway Commission:

#1344 Construction of the Dillon-Riggs section of the Columbia River Highway in Sherman & Wasco counties.

#1339, Construction of the Huntington-Olides Section of the Old Oregon Trail in Baker County.

#1406 Construction of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County.

We are giving you this information since you appear as surety on the bond furnished by the contractor.

Very truly yours

Secretary

RHG
jm
c.c. Dunn & Baker
Klamath Falls, Oregon

December 8, 1932

Robert E. Rankin, Attorney
Pacific Building
Portland, Oregon

Dear Sir:

We have your letter of December 7 inclosing Notice of Claim of the Commercial Tire Company in the sum of $385.36 for truck tires and tubes and installation thereof, to O. T. Brunner of Portland and Dunn & Baker of Klamath Falls, furnished in connection with the following contracts awarded to Dunn & Baker by the Oregon State Highway Commission:

#1344, construction of the Dillon-Riggs section of the Columbia River Highway in Harney County.

#1339, construction of the Huntington-Olides bituminous macadam on the Old Oregon Trail in Baker County.

#1406 construction of the Lake County Line-Silver Creek section of the Central Oregon Highway in Harney County.

We are forwarding this information to the surety on the bond furnished by the contractor in each instance, as well as the contractor.

Very truly yours

Secretary

RBG
jm

ROBERT R. RANKIN
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND, OREGON

BERT S. GOODING

Dec. 7, 1932.

RECEIVED
DEC 8 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Enclosed herewith is Notice of Claim of the Commercial Tire Company in the sum of $385.38 covering material furnished for the following projects:

No. 1344, Dillon-Biggs Section of the Columbia River Highway
No. 1339, Huntington Slides Section of the Old Oregon Trail
No. 1406, Lake County Line-Silver Creek Section of the Central Oregon Highway.

Yours respectfully,

Robert R Rankin

RRR/M

RECEIVED
DEC 8 1932
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

Portland, Oregon
Dec. 7, 1932.

RECEIVED
DEC 8 1932
OREGON
STATE HIGHWAY COMMISSION

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Oregon State Highway Commission,
Salem, Oregon.

Re: Project No. 1344 - Dillon-Biggs Section of the Columbia River Highway
No. 1339 - Huntington Slides Section of the Old Oregon Trail
No. 1406 - Lake County Line-Silver Creek Section of the Central Oregon Highway

Notice is hereby given that the undersigned, Commercial Tire Company, an Oregon corporation, with its principal office and place of business located at 440 Hoyt Street, in the City of Portland, County of Multnomah, State of Oregon, has a claim for labor and services performed and material furnished, to-wit, truck tires, tubes and installation of truck tires and tubes, to O. T. Brunner of Portland, Oregon, and Dunn & Baker of Klamath Falls, Oregon, in the sum of $385.38 against the bond taken from Dunn & Baker as principal and the Fidelity & Deposit Company of Maryland as surety for the work in the construction and surfacing with bituminous macadam of the Dillon-Biggs Section of the Columbia Highway in Wasco and Sherman counties, Oregon, known as project No. 1344, construction and surfacing of ten miles of bituminous macadam on that certain highway known as the Huntington Slides Section of the Old Oregon Trail in Baker and Malheur counties, known as project No. 1339, and the hauling of gravel for distribution for surfacing on 14.15 miles of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County, known as project No. 1406;

That said labor, services and materials above mentioned were furnished and supplied to said contractors for the carrying on and completion of the work provided for in the contract and/or contracts between the Oregon State Highway Commission and Dunn & Baker covering the projects hereinabove referred to, and that said labor, services

ROBERT R. RANKIN
ATTORNEY AT LAW
331 PACIFIC BUILDING
PORTLAND, OREGON

and materials hereinabove referred to were used and consumed in the construction of said highway units above mentioned in accordance with the terms and provisions of the contract and/or contracts with the Oregon State Highway Commission covering the same.

That six months have not expired since the completion of the contract and/or contracts covering the projects above mentioned and acceptance of the labor and services performed for the prosecution provided for in said contract and/or contracts with the Oregon State Highway Commission.

Dated at Portland, Oregon, this 7th day of December, 1932.

COMMERCIAL TIRE COMPANY

By Jacob Tice

Robert R Rankin

Earl Sizemore

Attorneys for Claimant

ROBERT R. RANKIN
ATTORNEY AT LAW
331 PACIFIC BUILDING
PORTLAND, OREGON

Form 30—3165—SM—9-32.

Form 30—3165—SM—9-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
OCT 4 1932
OREGON
STATE HIGHWAY COMMISSION

Date Oct 1, 1932

Job name Coos Lumber

Week from Sept 26 to Oct 1

Mail address The Dalles

Highway Coos River Rte. 37

Telegraph or telephone address " "

County Coos Job prefix 37E-2

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The crushing on this section is practically finished and Contractor is moving his equipment to the Coos River above Allegany and will start crushing there tomorrow. Mr. Elmore and Mr. Hall of the Coos River Rock Co. were in the office this morning and stated that they would start crushing tomorrow. Mr. Hall also stated that they would have their plant in operation by Oct. 15th. Mr. Taylor of the U.S. Forest Service was in the office this morning and stated that the Forest Service would not be able to do any more work on the Coos River Road this year.

RECEIVED
OCT 4 — 1932
CONSTRUCTION ENGINEER

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Fair	Fair
Monday	"	"
Tuesday	"	"
Wednesday	"	"
Thursday	"	"
Friday	"	"
Saturday	Cloudy	Rain

17 days Fair
1 Fair — Rain
1 Rain — Fair
1 Rain

Signed E. Best

Title Resident Engineer

Form 30—3165—5M—2-32.

GRADING CONSTRUCTION

Total miles of grading in project 1.1

Miles completed 1.0

Miles completed except finishing 0.1

Total cubic yards in project 59100

Cubic yards moved to date 58000

Miles covered by contractor's forces 1.1

Miles cross-sectioned 1.1

Miles cross-sections completed and checked 0

Miles to be measured 1.1

Number men in Engineering Party .....

Contractor's average force for week ..... 24 men,

..... 3 teams, ... 1 steam shovels

Grading work will be completed about Sept 30-1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 1.1

Miles completed 1/2

Miles partially done 1/4

Total cubic yards in project 8500

Cubic yards produced to date 6000

Average daily yardage produced this week 300

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 22 men,

..... 12 teams, ... 7 trucks

1 3/4 yd Shovel

Project will be completed about ..... Oct 10-1932

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage L. section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... Percentage .....

2. ..... Percentage .....

3. ..... Percentage .....

4. ..... Percentage .....

Form 39—3165—SM—9-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

SEP 1932
OREGON
STATE HIGHWAY COMMISSION

Date THE Dalles SEP 3, 1932

Job name DILLON-BIGGS SECTION — Week from Aug 29 to SEPT 3

BIT. MACADAM — Mail address THE DALLES - C/O STATE Highway.

Highway COL-RIVER PR 31 — Telegraph or telephone address C/O HODGE - STATE Hiway

County WASCO-SHERMAN Job prefix 33PE — Express and freight address SAME.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

RECHECKING FINAL ESTIMATE OF CONTRACT 1344 CAUSED BY ERROR IN MEASUREMENT OF CONTRACTORS HAULING UNIT AS PREVIOUSLY EXPLAINED.
RE-TABULATION MADE ALSO SPECIFIC TABULATIONS MADE FOR ADJUSTMENT WITH CONTRACTOR and OWNERS OF GRAVEL PITS.
WORK WILL BE COMPLETED TODAY. I AM ORDERED BY H.C. SIMMONS DIV. ENGR. TO REPORT FOR DUTY AT LA GRANDE TUESDAY SEP 6-

Ralph P. LEONARD - Matl INSPECTOR - TRANSFERRED To J. E. PECK - THE DALLES.
JAMES J. HILTON - Matl INSPR. RELEASED and available FOR TRANSFER. HE RETURNS To home at Salem.

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	55° F.	67° F Clear
Monday	50°	72° "
Tuesday	52°	76° "
Wednesday	52°	76° "
Thursday	RAIN 58°	78° "
Friday	RAIN 47°	76° "
Saturday	48°	75° "

RECEIVED
SEP 6 - 1932

Signed [signature]

Title RES. ENGR.

NOTED
H. G. SMITH

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 33PE ..... *Percentage* 100 %
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1344
Wasco
Sherman Co

July 28, 1932

#K 37

Fidelity & Deposit Company of Maryland,
T. B. Watters, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1344 for the construction of the Dillon-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after August 6th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $46,189.10 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1255

OR37 -

July 25, 1932

Mr. Samuel B. Weinstein,
Attorney at Law,
701 Corbett Building,
Portland, Oregon.

Dear Sir:

Acknowledgement is made of your letter of July 20th concerning the C. R. Johnson contract No. 1255 - The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Please be advised that the bond furnished by Mr. Johnson in connection with this contract was written by the Federal Surety Company of Iowa. This firm have been in the hands a a receiver for sometime and their business in Oregon is being handled by Mr. James L. Conley, Failing Bldg., Portland.

The bond furnished by the late I. A. Dempsey, subcontractor, was written by the Fidelity & Casualty Company of New York for whom J. B. Pfouts, who has offices in the Board of Trade Building, is attorney.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

G.R. 37

Law Offices of

Samuel B. Weinstein

701-8 Corbett Building

Portland, Oregon

July 28, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Atten: H. B. Glaisyer

Dear Sir:

Will you be good enough and furnish me with the name of the bond on Isaac A. Dempsey, who held a sub-contract with C. R. Johnson for the widening and regrading of the Dalles-Bigges section of the Columbia River Highway.

Likewise will appreciate if you will give me the name of the bond for C. R. Johnson upon the said contract.

Thanking you for your courtesies, I am,

Very truly yours,

Samuel B. Weinstein

SBW:BB

RECEIVED
JUL 29 1932

FORM 2-O-1 4905 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

July 18, 1932

NOTED
State Highway Engineer
GR 37

RECEIVED
JUL 20 1932
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

Dunn and Baker have presented a claim for extra work amounting to $28.07 for building a hauling road to a stock pile on the Columbia River Highway.

In the construction of the Dillon-Biggs Section it was necessary to use rejections from a pile that the contractors had wasted along a county road. The materials were dumped over a 10 foot fill and in order to get them out, Mr. Dunn had to build a road down the side of the fill. In making up our estimate we knew we would have to use these materials and I believe that this pile was mentioned in the special previsions that were written in this office.

The matter of who should pay for this road is not clearly stated in the contract although Section 22 states (Page 65) that the cost of loading will be borne by the contractor. However, no mention is made of the cost of providing hauling roads and it would naturally be presumed by the contractor that there would be a passable road in to a stock pile.

Based on past experience it would seem that we should not pay for this item as we do not specify the type of loading machinery by the contractor and it would seem that it should be included in price for hauling or loading.

I have not written on the matter as the final decision will probably be made by you and I thought we had better be together in the matter.

Yours very truly,

K. D. Lytle,
Division Engineer.

KDL:s
cc Mr. Wm. J. Walsh.
cc Mr. R. H. Baldock

FORM S-A-1 4736 5000 7-32

COMMISSIONERS
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R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR 37

OREGON STATE HIGHWAY COMMISSION

SALEM

July 21, 1932.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

IN REPLY PLEASE REFER TO FILE NO.

Dear Sir:

Answering your letter regarding claim of Dunn & Baker in amount of $28.07 for building a hauling road to a stock pile on the Columbia River Highway.

It has never been our practice to provide hauling roads to stock piles, and there have been many instances where the piles were more inaccessible than this one apparently is. The contract clearly states "that the expense of loading the material into hauling trucks will be borne by the contractor."

I would advise that the claim be refused.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

CC to
R. H. Baldock ✓
Dunn & Baker
Klamath Falls.

HGS/H

NOTED
State Highway Engineer

June 27, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.;
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement for the Sanfert-Deschutes River Section, Project No. 37.

The quantities for some of the items shown on the estimate accompanying specifications for the grading of the Dillon Section were not correct, and these incorrect quantities have accordingly been changed on the enclosed copies of estimate. We have prepared a statement showing the corrected quantities for the grading work to be done on the Dillon Unit by state forces, and the quantities of work to be done under contract, and, for your convenience, a copy of this statement is enclosed herewith.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

GRADING QUANTITIES FOR DILLON SECTION

PROJECT # 57

	Totals on Project	Work done by State Forces	Work Contracted	Dillon Unit		Overcrossing Approaches	
				State Forces	Contracted	State Forces	Contracted
Clearing and Grubbing	100%	100%	—	100%	—	100%	—
Common Excavation	31,000	5,000	26,000	—	18,000	5,000	8,000
Intermediate "	17,000	—	17,000	—	17,000	—	—
Solid Rock "	100	—	100	—	100	—	—
Excav.(Sta.1497-1508)	50,000	34,000	16,000	—	—	34,000	16,000
Overhaul	115,700	87,700	28,000	—	19,000	87,700	7,000
Truck Haul	19,600	10,600	9,000	—	7,100	10,600	1,900
Gravel Topping	8,500	—	8,500	—	5,900	—	2,600
Hauling Gravel	22,000	—	22,000	—	15,200	—	6,800
Filler	800	—	800	—	600	—	200
Hauling Filler	800	—	800	—	600	—	200
Salvaged Surfacing	1,600	—	1,600	—	1,200	—	400
Handling Salv.Surf.	500	—	500	—	375	—	125
Hauling Salv. Surf.	800	—	800	—	600	—	200
Cement Rubble Masonry	150	—	150	—	150	—	—
18" C. I. Pipe	200	—	200	—	140	—	60
24" " " "	90	—	90	—	90	—	—

Oregon State Highway Department

Project No. 57 (Resp)

SEUFERT-DESCHUTES RIVER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as basis for modified agreement)

June 23, 1932.

Salem, Oregon,

STATEMENT OF COMPLETED WORK

Final cost of Roadway (Excl. bridges over 20' span)		$ 337,229.83
Engineering and contingencies		25,187.45
	Total.....	$ 362,418.78
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing		$ 92,077.84
Engineering and Contingencies		12,464.41
	Total.....	$ 104,542.25
Total Cost of Completed Work		$ 466,959.03
Federal Aid Paid on Roadway		$ 137,083.80
" " " " Bridges		58,410.80
	Total Federal Aid Paid.....	$ 195,494.20

Length of Roadway (Excl. bridges over 20' Span)	12.881	miles
" " " Seufert Viaduct	.042	"
" " " Big Eddy Overcrossing	.040	"
" " " Dillon Overcrossing	.051	
Total Length	12.806	"
Cost per mile, Roadway	$29,248.39	
Federal Aid Paid per mile, Roadway	$12,077.21	

[illegible] WORK - [illegible] WAY

Type 1 - 18' Bituminous Macadam Wearing Surface
(Sta. 1187+85.0 to 1449+82.1)

2,500	Cu. yds.	Grade	"D"	Rock	in	Stockpile	$	1.40	Lew Wks	$ 3,500.00
2,150	" "	"	"C"	"	"	"		1.40	" "	3,010.00
900	" "	"	"B"	"	"	"		1.60	" "	1,440.00
900	" "	"	"A"	"	"	"		1.60	" "	1,440.00

Oregon State Highway Department — Project No. 37(Reap)

96,000 gal.	No. 5 Oil		.075 Est.	$	7,080.00
6,000 Cu.yds.	Cemstex of Type "A" Wearing Surface		3.40 "		20,400.00
600 " "	" " " "B" " "		3.75 "		2,250.00
				$	29,080.00
	10% Engineering & Contingencies				2,908.00
	Total, Type 1 Rdwy.			$	42,988.00

Length of Type I Roadway (Gross) 4.9564 miles
" " Seufert Viaduct 526 Ft. .0428 "
" " Big Eddy Overcrossing 203 Ft. .0398 "
" Type 1, Roadway (Net) 4.874 "

Cost per mile, Type 1 Roadway $8,822.11

Type II Roadway - 20' Bituminous Macadam Wearing Surface
(Sta. 1442+82.1 to 1542+45.8)

DILLON UNIT (STA. 1442+82.1 to STA. 1420+40.0

Regrading (State Force Work)

All required	Clearing and Grubbing		est.	$	40.00

Regrading (Contract Work)

18,000	Cu.Yd.	Common Excavation	$	.17	low bid	$ 3,060.00
17,000	" "	Intermediate Excavation		.22	" "	3,740.00
100	" "	Solid Rock "		2.00	" "	200.00
18,000	Yds. Sta.	Overhaul		.01	" "	180.00
7,100	Yd.Mi.	Truck Haul		.10	" "	710.00
5,900	Cu. Yd.	Gravel Topping		.20	" "	1,180.00
15,200	Yd.Mi.	Hauling Gravel Tr.Haul		.10	" "	1,520.00
900	Cu. Yd.	Filler		.25	" "	150.00
900	Yd.Mi.	" Haul		.12	" "	72.00
1,200	Cu.Yds.	Salvaged Surf. Materials		.60	" "	720.00
975	" "	Handling Salv. Materials thru Stockpile		.30	" "	112.50
600	Yd.Mi	Hauling Salvaged Materials		.12	" "	72.00
130	Cu.Yd.	Cement Rubble Masonry		7.00	" "	910.00
140	Lin.ft.	15" Corr. Galv. Iron Pipe		1.50	" "	210.00
90	" "	24" " " " "		2.00	" "	180.00
						$15,068.50
		10% Engineering & Contingencies				1,506.85
					Total	$16,575.15

Bituminous Macadam Wearing Surface

500	cu.yds.	Grade "B" Rock in Stockpile	$ 1.40 low bid	$ 700.00
210	" "	" "C" " " "	1.40 " "	294.00
100	" "	" "D" " " "	1.60 " "	160.00
150	" "	" "A" " " "	1.60 " "	240.00
0.8	miles	Preparation of Base	50.00 est.	40.00
1,060	cu.yds.	Placing Mineral Aggregate	0.80 "	848.00
1,600	cu.yds.	Hauling Mineral Aggregate	0.15 est.	240.00
80	tons	Asphalt in Place	20.70 "	1,242.00
10	tons	Emulsified Asphalt or Cut-back Asphalt in Place	21.05 "	210.50
200	cu. yds.	Gravel Shoulders	0.50 "	80.00
400	yd.mi.	Hauling Gravel Shoulders	0.10 "	40.00
				$ 4,060.50
		10% Engr. & Cont.		406.05
			Total.....	$ 4,466.55

DILLON-DESCHUTES RIVER UNIT (Sta. 1508+00 TO STA. 1685+00 & Sta. 1895+00 TO STA. 1949+43.5)

Regrading, Dillon-Deschutes River Unit (Contract Prices)

All Required		Clearing and Grubbing	Lump Sum Low Bid		$ 89.00
35,800	cu. yds.	Excav. West of M.P. 100.4	$ 0.72	Low Bid	25,776.00
21,700	" "	Common Excavation	0.28	" "	6,076.00
6,200	" "	Intermediate Excavation	0.45	" "	2,790.00
17,000	" "	Solid Rock Excavation	1.05	" "	17,850.00
310	" "	Tunnel Excavation	7.00	" "	2,170.00
34,600	Yd.sta.	Overhaul	0.05	" "	1,730.00
47,700	yd.mi.	Truck Haul	0.16	" "	7,632.00
12,400	Cu.yds.	Gravel Topping	0.28	" "	3,472.00
28,500	yd.mi.	Hauling Gravel Topping	0.14	" "	3,990.00
3,200	cu.yds.	Salv. Surf.Materials	0.50	" "	1,600.00
1,200	" "	Earth Filler	0.50	" "	560.00
1,600	yd.mi	Filler Haul	0.16	" "	256.00
150	lin. Ft.	12" Corr. Galv. Iron Pipe	0.90	" "	135.00
160	" "	18" " " " "	1.75	" "	280.00
110	" "	24" " " " "	3.25	" "	357.50
					$ 73,446.50
		10% Engineering & Contingencies			7,344.64
			Total.....		$ 80,791.14

Bituminous Macadam (Sta. 1508+00 to Sta. 1520+50)

150	Cu. Yds.	Grade "D" Rock in Steckpile	$ 1.40	low bid $ $ 182.00
80	" "	" "C" " " "	1.40	" " 1,120.00
50	" "	" "B" " " "	1.60	" " 80.00
43	" "	" "A" " " "	1.60	" " 68.80
0.2	miles	Preparation of Base	50.00	est. 10.00
250	Cu. Yds.	Placing Mineral Aggregate	0.80	" 200.00
400	yd.mi.	Hauling Mineral Aggregate	0.16	" 64.00
16	tons	Asphalt in Place	20.70	" 331.20
8	tons	Emulsified (or Cut-back) Asphalt in Seal Coat	21.05	" 168.40
50	cu.yds.	Gravel Shoulders	0.50	est. 25.00
100	yd.mi.	Hauling Gravel Shoulders	0.10	" 10.00
				$ 1,099.20

Bituminous Macadam(Sta. 1520+50 to Sta. 1548+48.5)

4,900	cu. yds.	Grade "D" Rock in Steckpile	$ 1.40	low bid $ 6,860.00
2,000	" "	" "C" " " "	1.40	" " 2,800.00
830	" "	" "B" " " "	1.60	" " 1,328.00
1,640	" "	" "A" " " "	1.60	" " 2,624.00
6.4	Miles	Preparation of Base	50.00	" " 320.00
2,320	Cu.Yds.	Placing Min. Aggr. in shaping Course	0.92	" " 2,134.40
8,120	" "	" " " excl. of " "	0.80	" " 6,496.00
15,100	Yd.Mi.	Hauling Mineral Aggregate	0.16	" " 2,416.00
550	tons	Asphalt in Place	20.70	" " 11,385.00
85	"	Emulsified (or Cut-back)Asphalt in Place	21.05	" " 1,788.25
5,650	cu.yds.	Gravel Shoulders	0.50	" " 1,825.00
7,500	yd.mi.	Hauling Gravel Shoulders	0.10	" " 750.00
				$ 40,036.65
		Sub-total,bituminous macadam		$ 41,488.85
		10% Engr. & Cont.		4,145.29
		Total, bituminous macadam		$ 45,634.14

DILLON OVERCROSSING AND EARTH APPROACHES

(Sta. 1490+40 + Sta 1508+90)

Structure:

200	Cu.yds.	Excavation	500.00	low bid $ 100.00
440	Lin.ft.	Concrete Piling	500.00	" " 1,320.00
210	Cu.yds.	Class A Concrete	1,900.00	" " 3,990.00
72	" "	" "B" "	1,975.00	" " 1,422.00
53,000	lbs.	Metal Reinforcement	.04	" " 2,120.00
842	lin.ft.	Concrete Handrail	3.80	" " 1,299.60
All Required		Remove old bridge and maint traffic		500.00
				$ 11,251.60

Regrading Earth Approaches: (State Force Work)

All Required	Clearing and Grubbing			est	$ 10.00
5,000 Cu.yds.	Common Excavation	$	.25	"	1,250.00
34,000 " "	Excavation, Single Classif.		.60	"	20,400.00
87,700 Yd.Sta.	Overhaul		.05	"	2,651.00
10,600 yd.mi.	Truck Haul		.15	"	1,590.00
					$25,881.00

Regrading Earth Approaches: (Contract Work)

5,000 Cu.yd.	Common Excavation		.17		1,360.00
16,000 " "	Excavation (Sta. 1497 to Sta. 1508)		.22	low bid	3,520.00
7,000 yd.sta.	Overhaul		.01	" "	70.00
1,900 yd.mi.	Truck Haul		.10	" "	190.00
2,600 cu.yd.	Gravel Topping		.20	" "	520.00
6,800 yd.mi.	Hauling Gravel Topping		.10	" "	680.00
200 cu.yd.	Filler		.25	" "	50.00
200 yd.mi.	" Haul		.12	" "	24.00
400 cu.yd.	Salvaging Surf. Materials		.60	" "	240.00
125 " "	Handling Salv. Mtls. thru stockpile		.50	" "	57.50
200 yd.mi.	Hauling Salv. Mtls.		.12	" "	24.00
60 lin.ft.	18" Corr. Galv. Iron Pipe		1.50	" "	90.00
					$6,805.50

Bituminous Macadam on Earth Approaches:

190 cu.yds.	Grade "D" Rock in Stockpile	$ 1.40	low bid	$ 266.00
80 " "	" "C" " " "	1.40	" "	112.00
40 " "	" "B" " " "	1.60	" "	64.00
60 " "	" "A" " " "	1.60	" "	96.00
0.3 miles	Preparation of Base	50.00	est.	15.00
400 cu.yds.	Placing Mineral Aggregate	0.80	"	320.00
600 " "	Hauling " "	0.16	"	96.00
24 tons	Asphalt in Place	20.70	"	496.80
3 "	Emulsified (or Cutback) Asphalt in Place	21.05	"	63.15
80 cu.yds.	Gravel Shoulders	0.30	"	24.00
150 " "	Hauling Gravel Shoulders	0.10	"	15.00
				$1,563.95

Total	$ 45,304.05
10% Eng. & Cont.	4,530.40
Total	$ 50,034.45

Length of Type II Roadway (gross)	7.5248 miles	
" " Dillen Overcrossing and Earth Approaches	.5409 "	
Length of Type II Roadway (net)	7.184 "	
Cost per mile regrading Type II	(6.613 miles)	$ 14,566.45
Cost per mile bituminous surface Type II	(7.184 ")	6,973.52
Total revised length of Project (net)		12.058 miles
Adjusted Federal Aid per Mile	$ 157,035.50 ÷ 12,058 =	$13,027.30
Deficiency	$\frac{20,000.00 - 13,027.30}{20,000.00}$ =	.34865
Federal Aid allowable on new work =	$ 12,669.00 x .34865 =	4,417.37

S U M M A R Y

Item	Total Cost	Federal Aid	Federal Aid Per Mile	Emergency Advance Funds	State Funds
TYPE I ROADWAY (STA. 1167+35 to STA. 1449+321)					
New Work (Net length - 4.874 miles)					
Bit. Mac.	$ 42,999.00	$26,758.27(62.25%)	$ 5,490.00	—	$ 16,240.73
Old Work					
Roadway	146,495.55	65,495.09	15,027.50	—	82,998.44
Totals Type I -	$ 189,492.55	$90,253.36	$ 18,517.50	—	$ 99,239.17
TYPE II ROADWAY (STA 1449+82.1 to STA.1648+45.5)					
New Work, Sta. 1449 + 81.2 to Sta. 1490+40.0 (Net length 0.7685)miles)					
Regrad.	$ 14,573.15	$ 5,508.51(26.502+%)	$ 4,956.32		$ 10,565.34
Bit. Mac.	4,489.55	1,192.52(26.502+%)	1,551.75		3,307.03
	$ 18,872.70	$ 5,001.83	$ 6,508.57		$13,870.87
New Work, Sta. 1508+60 to 1648+45.5(Net length regrading 5.0472 miles - bit. macadam - 5.4155 miles)					
Regrad	$ 80,795.98	$ 7,484.56(9.278+%)	$ 1,281.73	$70,100.22	$ 3,198.48
Bit. Mac.	45,596.24	28,375.78(62.25%)	4,425.14	—	17,222.46
	$126,391.30	$ 35,870.34	$ 5,704.87	$70,100.22	$20,420.94
Old Work :					
Roadway	$215,323.25	$ 93,583.21	15,027.50	——	$122,355.04
Totals Type II	$361,187.45	$134,460.38	——	$70,100.22	$156,626.85

BILLINGS

Type	Total Cost	Federal Aid	Federal Aid per Mile	Emergency Advance Funds	State Funds
NEW WORK					
Billon Overcrossing and Earth Approaches	$ 50,054.45	$ 31,148.88 (62.23%)	$ --	$ --	$ 18,905.57
OLD WORK					
Scoffer-Billon & Big Ditch Bridge	104,342.25	39,410.90	--	--	66,131.35
Total (Bridges)	$ 154,396.70	$ 69,559.78	$ --	$ --	$ 85,036.92
Totals (All Work)	$ 705,276.60	$294,273.52	$ --	$70,100.22	$340,902.94

For protecting old work - Type I Roadway - 4.874 miles

" " " " - Type II Roadway - 7.184 "

12.058 miles

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1928.

State Funds for Maintenance: Chapter 41, Laws 1927.

Commissioners
J. G. ARMSWORTH, Chairman, Portland
CHAS. H. SPAULDING, Salem
WM. HANLEY, Burns
R. B. GLANSTER, Secretary

ROY A. KLEIN
State Highway Engineer

OR 37

OREGON STATE HIGHWAY COMMISSION
SALEM

MEMO

RECEIVED
JUN 27 1932
OREGON
STATE HIGHWAY COMMISSION

RHB
HGS

ATTD ARE SOME
COST SUMMARIES.
ON DILLON - BITTS
JOB -

Hall

MILLER-ORE
6/25/

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. MANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

CONTRACT 1344

OILING COST SUMMARY

SPECIAL SHAPING COURSES

PLACING MIN. AGGR.	3,367.5 cu. yds. @ .92¢	$3,098.10	
HAULING MIN. AGGR.	5,327.25 yd. mi. @ .16¢	852.36	
GRADE 'E' ASPHALT	167.65 tons @ $20.70	3,470.36	
Total cost of SHAPING COURSES without rock			$7,420.82

ACTUAL COST OF ROCK

2" Rock;	1,319.0 cu. yds.	@ $1.40	$1,846.60	
1½" Rock;	1,267.5 " "	" 1.40	1,774.50	
½" Rock;	9.5 " "	" 1.60	15.20	
¼" Rock;	758.0 " "	" 1.60	1,212.80	
1/8" Rock;	13.5 " "	" .50	6.75	
Total actual cost of rock			$4,855.85	4,855.85

Total cost of SHAPING COURSES with rock $12,276.67

Cost per mile without rock $ 981.59
Cost per mile with rock $1,623.90

H. B. GLAISYER, SECRETARY
MR. HANLEY, BURNS
CHAS. K. SPAULDING, SALEM
J. C. AINSWORTH, CHAIRMAN, PORTLAND

J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

CONTRACT 1344

OILING COST SUMMARY

B-1

PREPARATION OF BASE	1.64 miles	@ $50.00	$ 82.00
PLACING MIN. AGGR.	514.5 cu. yds.	@ .80¢	411.60
HAULING MIN. AGGR.	880.15 yd. mi.	@ .16¢	140.82
GRADE 'E' ASPHALT	28.18 tons	@ $20.70	583.33
CUT-BACK ASPHALT	5.94 tons	@ $21.05	125.04
Total cost of B-1 without rock			$ 1,292.79

ACTUAL COST OF ROCK

2" Rock;	none used			
1½" Rock;	257.5 cu. yds.	@ $1.40	$ 360.50	
¾" Rock;	79.0 " "	" 1.60	126.40	
½" Rock;	112.5 " "	" 1.60	180.00	
1/8" Rock;	65.5 " "	" .50	32.75	
Total actual cost of rock			$ 699.65	699.65

Total cost of B-1 with rock $1,992.44

Cost per mile without rock $2,019.98
Cost per mile with rock $3,113.18

H. B. GLAISYER, SECRETARY
MR. HANLEY, BURNS
CHAS. K. SPAULDING, SALEM
J. C. AINSWORTH, CHAIRMAN, PORTLAND

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
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ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

CONTRACT 1344

OILING COST SUMMARY

B-2 B 7

PREPARATION OF BASE	10.39 miles @ $50.00		$ 519.50
PLACING MIN. AGGR.	13,719.0 cu. yds. @ .80¢		10,975.20
HAULING MIN. AGGR.	23,469.0 yd. mi. @ .16¢		3,755.05
GRADE 'E' ASPHALT	781.99 tons @ $20.70		16,187.19
CUT BACK ASPHALT	96.01 tons @ $21.05		2,021.01
Total cost of B-7 without rock			$ 33,457.95

ACTUAL COST OF ROCK

2" Rock;	6,436.5 cu. yds. @ $1.40	$ 9,011.10	
1½" Rock;	2,891.0 " " 1.40	4,047.40	
¾" Rock;	1,389.0 " " 1.60	2,222.40	
¼" Rock;	1,978.0 " " 1.60	3,164.80	
1/8" Rock;	1,024.5 " " .50	512.25	
Total actual cost of rock		$18,957.95	$ 18,957.95

Total cost of B-7 with rock $ 52,415.90

Cost per mile without rock $3,220.21
Cost per mile with rock $5,044.34

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
SALEM

CONTRACT 1344

IN REPLY PLEASE REFER TO FILE NO.

ACTUAL COST OF ROCK USED ON THE ENTIRE PROJECT

2"	Rock	7,755.5 @	$1.40	$10,857.70
1½"	"	4,416.0 @	$1.40	6,182.40
¾"	"	1,477.5 @	$1.60	2,364.00
½"	"	2,847.5 @	$1.60	4,556.00
1/8"	"	1,103.5 @	.50	551.75
		17,600.0 cu. yds. cost		$24,511.85

24,511.85 divided by 17,600.0 gives $1.393- average cost cu. yd.

PR 37

June 17, 1932.

Mr. William J. Walsh,
Resident Highway Engineer,
Miller, Oregon.

Dear Sir:

In reply to your letter of June 13th, concerning the Dillon-Biggs Bituminous Macadam Project, this will advise that the mileage of "Preparation of Base" to be paid for should be the net actual mileage measured on the revised center line, taking into consideration all equations.

As regards the equation at the west end of the Deschutes River Bridge, we are unable to understand how the stationing of 184+92.0 has been arrived at. It appears that this stationing has been taken from the construction profile for the regrading work, and on that profile it is not definitely stated that Station 184+92.0 is the end of the bridge, although, from the way the profile is made up, that would be the natural inference. It appears to us that this stationing may instead be the end stationing of the actual grading work, and we suggest that you check on this by measuring from the P. T. of the curve at the west end of the bridge. According to the maps and other information which we have in this office, the end of the bridge should be at Station 184+43.5. The stationing shown on our maps for the P. T. of the curve checks with the stationing for that point as shown on the construction profile.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc K. D. Lytle

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Miller, Oregon,
June 13, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: S. H. Probert

Dear Sir:

Relative to the Preparation Of Base item in Contract 1344 (Dillon-Biggs Bituminous Macadam Project), there have arisen certain circumstances, concerning which we would appreciate your opinions.

The Preliminary Estimate listed Preparation Of Base as 11.1 miles with the project starting at M.P. 100.16 and ending at M. P. 111.35 . Excluding the Deschutes River Bridge, which was not in the project, the resulting distance would be approximately 11.1 miles, according to this process of measurement. However, computing the distance in linear feet and taking into consideration those equations which resulted from the realignment project of last year, this item of Base Preparation is shortened to 11.01 miles. Please advise by which manner this item is to be measured.

Attention is also called to the present stationing on either side of the Deschutes River Bridge. The west end of the bridge, which is the east boundary of PR37 is now stationed as 1847+92.0, although the original plans specify this point as 1848+43.5. Likewise, the east end of the bridge, which is the west boundary of PR25 is now listed as 517+27, although the original plans show it as 517+49. The discreptancy in the stationing is due to the mentioned equations but we are uncertain which of the two to use.

Very truly yours,

Wm. J. Walsh,
Resident Engineer.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON
June 14, 1932.

PR 37

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. S. Murray,
Chief Engineer,
O.W.R. & N. Co.,
Pittock Block,
Portland, Oregon.

Dear Sir:

As requested in your letter of June 6th, I am submitting herewith blue prints showing the information you requested in connection with encroachments No. 1, 2, 5 and 6 on the Durkee-Gales Section of the Old Oregon Trail in Baker County.

If any additional information is required, I will be pleased to submit the same promptly.

Very truly yours,

A. C. Williams

Division Engineer.

WCW:CW
Encls.

cc Mr. R. H. Baldock.
cc Mr. H. G. Smith

NOTED
Highway Engineer

Form 30—3165—SM—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
JUN 15 1932
OFFICE OF CONSTRUCTION ENGINEER

RECEIVED
JUN 15 1932
OREGON STATE HIGHWAY COMMISSION

Date ..... , 193 2

Job name ..... Week from 6 to 11

Mail address ..... Ft. Rock Ore.

Highway ..... Telegraph or telephone address " "

County ..... Job prefix 32 E-2 Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday		
Monday		
Tuesday . . .		
Wednesday . .		
Thursday . . .		
Friday		
Saturday . . .		

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage , section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

FORM S-A-1 3938 3M 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 8, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. B. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

Regarding Mr. Walsh's letter asking whether he should "take a firm stand in regard to six hour shifts or allow slight modifications and alterations of the working hours," I wish to advise that it is permissable for blademen, rollermen, and occasionally others to work on the second shift until the necessary work is finished. It is intended to stop the major operations after a 8 hour shift, but necessary work may be finished if done within the 8 hour shift.

Two 8 hour shifts were first authorized by Mr. Baldock for this job and Stewart was informed to that effect, but it was afterward seen that this would not work in with the rest of the contracts, and consequently it was considered necessary to hold to the clause in the specifications, limiting the time to 8 hours unless the job could be completed on time. Mr. Stewart was acting within his instructions and the fact that they were countermanded without his knowledge has evidently caused some confusion. This would have been avoided, of course, if I had notified you by letter instead of discussing it with Stewart, but under our present system it will be necessary to become accustomed to working under overlapping authority as we are endeavoring to avoid the loss of time inherent to groups of officials traveling together for minor inspections. Every large organization has this scheme of overlapping supervision particularly the railroads who have many traveling representatives who give detailed instruction to the men and crews. These representatives while they report to the general office, draw very little pay and have a very minor position compared to the Superintendent but nevertheless they issue orders and give instruction without passing it through him directly. Therefore it seems that we must work out a similar system.

Stewart was appointed Assistant Construction Engineer to standardize the methods in Bituminous and Waterbound Macadam throughout the State. His duties are to train the Resident Engineers and Inspectors following the methods of construction which he learned under your supervision. Mr. Baldock feels that your Division has been very

successful in securing adequate results with high speed and with that in mind felt that much material benefit would accrue to the State if this speed could be secured elsewhere, consequently he suggested Stewart for his present position. Stewart is expected to do more than advise the Resident Engineers. He is supposed to train them and their men in the procedure of the work. Consequently if he feels it necessary to advise individual men I presume it within his duties to do so. We are spending considerable money to train Resident Engineers in this work and they will be held accountable for co-operating to the fullest extent in acquiring this information.

The principle reason for the selection of Stewart for his present position was the training which he had had under your supervision in methods and procedure; therefore it is not conceivable that his methods are greatly different from your own, or that he cannot be of great assistance in standardizing the methods throughout the State.

I will take especial pains to see that Stewart's orders do not conflict with any orders which you have given concerning the job, but in turn I expect every Resident Engineer to cooperate with the divided authority and to have judgement enough to adjust minor differences in instructions, instead of magnifying them into serious differences.

I received Stewart in my division last year from yours, cooperated with him in every way and secured excellent results. If you lend him the cooperation and support which he is entitled to, both by his position and by reason of the fact that he was trained largely in your division, I believe that he will be of considerable assistance to you.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock.

FORM S-A-1 3325 SM 2-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 7, 1932.

IN REPLY PLEASE REFER TO FILE NO.

PR 37

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

Your authority is requested to budget $3,000.00 for Sprinkler Tank on the Durkee-Gales Section in order to set up the salvaged oil surfacing. It is advisable to do this by State Forces as no provision was made in the contract for watering and the contractor has no adequate equipment.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

FORM S-A-1 8325 5M 9-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

MR 37

OREGON STATE HIGHWAY COMMISSION

SALEM

May 17, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED.
State Highway Engineer

Dear Sir:

With regard to the encroachments on the Durkee-Gales Section, I beg to advise that on the original construction of this highway we obtained much of the right-of-way by the prior rights of the Old County Road and did not ask for encroachments although we were occupying what would normally be considered the Railroad right-of-way.

Last year, however, when we were widening the line immediately west of Huntington the O.W.R.& N.Co., asked us to request encroachments all through these places in order that definite right-of-way limits could be fixed both for the Highway Department and the Railroad. Consequently on this project we are asking for encroachments throughout what is normally considered the Railroad right-of-way and ofcourse expected them to be granted without arguments. However, we can proceed in the majority of places under our old county road right-of-way, but I believe the Railroad's position is well taken that definite limits should be fixed for the rights-of-way.

On Encroachment #2 - this is occasioned by the necessity for reducing the 40° curve immediately east of Nelson. This is one of the most dangerous curves on the Oregon Highway System and is being reduced to a 12° curve. In order to do this it is necessary to ask for an encroachment west of that point. This encroachment does not restrict the Railroad in any way as the narrow point is opposite Station 1430, but merely extends the encroachment in order to make better alignment approaching the point. At this place we are going to considerable expense in order to give the Railroad Company room for two tracks, which we are not compelled to do as we hold the right-of-way ~~rather than~~ by priority of the company road.

Encroachment #3 extends from our Station 1442 to 1458 and is occasioned by the necessity for reducing a very tortuous alignment which consists of a series of reverse curves of 36°, 25°, 32° 24°. Ample room has been left here for a double track Railroad line.Without doubt a considerable portion of this encroachment is also held by prior rights

but we encroach on the existing right-of-way between Station 1454 and 1458.

Encroachment #4 is occasioned also by the necessity of widening the roadbed and eliminating an 18° curve on a reverse. The narrow points on this encroachment are held by virtue of prior rights but it is necessary to encroach on the existing right-of-way to eliminate the reverses.

This merely straightens our line and does not bring the narrow points any closer to the Railroad than they originally were.

Encroachment #5 is requested in order to reduce a series of reverses consisting of 16°, 14° and 10° curves. The narrow point on this encroachment is west of Rattle Snake Springs which we hold to within 8 ft. of the Railroad center line by prior rights. Here we are allowing the Railroad 4 ft. more at their request. All other points on our revision, while occupying some Railroad right-of-way, are at considerable more distance from the track than the narrow point of the encroachment and therefore can never bother the Railroad company.

On all those portions of encroachment #6 included within the Durkee-Gales Contract we are farther from the Railroad center line than formerly but are asking for a continuous encroachment in order to fix definite limits to the right-of-way and to cover any possible encroachment on the right-of-way by widening of the fills. A portion of this right-of-way was evidently acquired by prior rights and the remainder consisted of original encroachment #4. A portion of encroachment #6 from Station 1561 to 1575 is not within the limits of the Durkee-Gales Contract and should be discussed in connection with the encroachments between Weatherby and Huntington. The data is not in this office at this time to take up the question of those encroachments, consequently I recommend that we settle the Durkee-Gales encroachments only at this session and submit the other encroachments immediately to be taken up at a later time.

The O.W.R.& N.Co. have had various reconstruction surveys to eliminate the heavy grades between Huntington and Nelson, but over this portion of the road they are on the opposite side of the Canyon from the Highway so the O.W.R.& N. Co. is amply protected in regard to all further reconstruction.

I have not been informed concerning their surveys between Weatherby and Huntington but if we submit the encroachment maps immediately there will be ample time to settle these questions before next year.

Yours truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

...SSIONERS
...LIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR 37

OREGON STATE HIGHWAY COMMISSION

SALEM
May 5, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

When the encroachments for the Durkee-Gales Section were submitted to the O.W.R.& N. Co., for approval, they requested several changes which would permit them to eventually construct a double track. These require minor adjustments to the line at encroachments 2-3-5 and 6 on the Durkee-Gales Section, which will increase the yardage about 8,000 yards, most of which is 75% solid rock.

While we were occupying our right-of-way at all these places by virtue of the old county road being located prior to the railroad, still, by reason of the fact that the O.W.R.& N. Co., has granted many easements to us in other locations, we should grant their request in these instances and keep the highway at the requested distance from the railroad.

Acting upon this assumption we endeavored to secure consent to these adjustments from Mr. Nyberg the contractor on the Durkee-Gales Section, but he refused to sign the price agreement stating that his price of 34 cents per yard moving rock is based upon an average of the material to be found in the entire job, and does not represent a fair price for moving solid rock. He demands extra compensation in the amount of $2,000 which would amount to about 67 cents per yard for the additional rock.

It seems to me that our General Specifications are quite definite in stating that the contractor must do such additional work as develops during the progress of the job, and that additional work on encroachments 3-4-5 and 6 is clearly of this character. The curves here are merely flattened so that the line is thrown into the hill in order to give the requisite clearance. The excavation was originally in solid rocks and it remains in solid rock of the same character as formerly, therefore I consider that the contractor has no claim for extra compensation on these encroachments.

There is more room for argument over encroachment #2, which is the sharp point at Nelson. The bluff there is high and slightly

overhangs the road at the present time, so that a contractor might have reason to suppose that any additional rock taken from this bluff would be of more than an average expense. I would therefore recommend that Nyberg be instructed to proceed with encroachment 5-5 and 6 at the bid price, but that we offer him price agreement on encroachment #2 at 67 cents per yard for the additional yardage. Otherwise I consider that he should be requested to proceed according to his contract.

Yours very truly,

H. G. Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. MANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OR 37

OREGON STATE HIGHWAY COMMISSION

SALEM

May 17, 1932.

IN REPLY PLEASE REFER TO FILE No.

Mr. E. B. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

NOTED

In answer to your inquiry of May 16th, it is optional with the contractor whether he uses heavy cut-back asphalt or emulsified asphalt in 1 second coat on the Dillon-Riggs Section and the Mitchell-Grant County Line Section.

Very truly yours,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H. G. Smith

H. G. Smith,
Construction Engineer.

Dictated by:
Charles R. Lowe

to
R. H. Baldock

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

May 16, 1932

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. S. Smith.

Please advise us to whether we will use Heavy Cutback Asphalt or Emulsified Asphalt in the second seal coat on the following jobs:

Dillon-Riggs Section of Columbia River.

That part of Oiling Project No. 10, on the Ochoco Highway.

Yours very truly,

K. D. Lytle,
Division Engineer.

KDL:H
cc to Mr. R. H. Baldock.

RECEIVED
MAY 17 1932
OFFICE OF
CONSTRUCTION ENGINEER

May 18, 1932.

Mr. W. H. Lybbe,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed five copies of estimate accompanying specifications, and five bid proposals for the following projects:

Project No. 37 - Dillon Unit, Bonfort-Deschutes Section
Project No. 150-A - Pioneer Mtn.-Eddyville Section
Project No. 134-B - Barnhouse Ranch-Picture Gorge Section
Project No. 109-B - Bandon-South Section

Five blueprint copies of Sheet No. 2 of the plans for Project No. 109-B and 150-A are being sent under separate cover. The plans for Projects Nos. 37 and 134-B, previously sent us you are correct.

Very truly yours,

S. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. H. Nash/EM.

encl.

(7)

Oregon State Highway Department — Project No. 37 (Resps)

[redacted] SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

Specifications for making Dillon limit

(Estimate with plans for widening Dillon Overcrossing Structure. Not as basis for modified agreement.)

May 1, 1932

Salem, Oregon, April 22, 1932.

Completed Work as Shown by Final Vouchers

Final cost of Roadway (Excl. bridges over 20' span)	$ 337,229.33
Engineering and Contingencies	25,187.45
Total.....	$ 362,416.78
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing	$ 82,077.84
Engineering and contingencies	22,464.41
Total.....	$ 104,542.25
Total Cost of Completed Work	$ 466,959.03
Federal Aid Paid on Roadway	$ 257,083.98
" " " Bridges	38,410.91
Total Federal Aid Paid	$ 295,494.89
Length of Roadway (Excl. bridges over 20' Span)	12.391 miles
" " Seufert Viaduct	.042 "
" " Big Eddy Overcrossing	.040 "
" " Dillon Overcrossing	.032 "
Total Length.....	12.505 miles
Cost per mile, Roadway	$ 29,248.39
Federal Aid paid per mile, roadway	$ 12,677.21

NEW WORK - ROADWAY

Item I - 18' Bituminous Macadam Wearing Surface
(Sta. 1187+83.0 to 1448+82.1)

2,500	cu. yds.	Grade "D" Rock in Stockpile	$1.40 Low Bid $ 3,500.00
2,150	" "	" "C" " " "	1.40 " " 3,010.00
900	" "	" "B" " " "	1.60 " " 1,440.00
900	" "	" "A" " " "	1.60 " " 1,440.00

94,000 gal.	No. 3 Oil		.075 Est.		$7,050.00
6,000 cu. yds.	Constr. of Type "A" Wearing Surface		3.40	"	20,400.00
600 " "	" " " "B" " "		3.75	"	2,250.00
					$29,700.00
		10% Engr. & Cont.			3,000.00
		Total, Type I Rdwy.			$ 32,700.00

Length of Type I Roadway (gross) 4.9564 miles
" " Seufert Viaduct 226 ft. .0428 miles
" " Big Eddy Overcrossing 209 ft. .0396 miles
" " Type I, Roadway (Net) 4.874 miles

Cost per mile, Type I Roadway $6,822.11

Type II Roadway - 20' Bituminous Macadam Wearing Surface
(Sta. 1449+82.1 to 1848+43.5)

BELLOW UNIT (STA. 1449+82.1 TO STA. 1460+40.8)

Excavation:

All Required	Clearing and Grubbing		est.	$	40.00
18,000 cu. yds.	Common Excavation	$0.25	"		4,500.00
17,000 " "	Intermediate Excavation	0.40	"		6,800.00
19,000 yd. sta.	Overhaul	0.03	"		570.00
7,100 yd. mi.	Truck Haul	0.15	"		1,065.00
140 lin. ft.	18" Corr. Galv. Iron Pipe	1.55	"		217.00
90 " "	24" " " " "	2.00	"		180.00
3,900 cu. yds.	Gravel Topping	0.40	"		2,340.00
15,200 yd. mi.	Haul Gravel, Truck Measure	0.15	"		2,280.00
600 cu. yds.	Filler	0.30	"		180.00
600 yd. mi.	Filler Haul	0.15	"		90.00
1,200 cu. yds.	Salvaged Surfacing Materials	0.60	"		720.00
130 " "	Rubble Masonry	10.00	"		1,300.00
					$20,732.00
		10% Engr. & Cont.			2,073.00
		Total.....		$	22,332.00

Bituminous Macadam Wearing Surface

500 cu. yds.	Grade "D" Rock in Stockpile	$ 1.40	low bid	$	700.00
210 " "	" "C" " " "	1.40	" "		294.00
100 " "	" "B" " " "	1.60	" "		160.00
150 " "	" "A" " " "	1.60	" "		240.00
0.8 miles	Preparation of Base	50.00	est.		40.00
1,060 cu. yds.	Placing Mineral Aggregate	0.80	"		848.00

1,600 cu. yds.	Hauling Mineral Aggregate	$ 0.16	est.	$ 256.00
60 tons	Asphalt in Place	20.70	"	1,242.00
10 tons	Emulsified Asphalt or Cut-back Asphalt in Place	21.05	"	210.50
200 cu. yds.	Gravel Shoulders	0.30	"	60.00
400 yd. mi.	Hauling Gravel Shoulders	0.10	"	40.00
				$ 4,000.50
			10% Engr. & Cont.	400.05
			Total.....	$ 4,400.55

MILLER-DESCHUTES RIVER UNIT (STA. 1508+00 TO STA. 1665+00 & STA. 1695+00 TO STA. 1845+43.5)

Recording, Miller-Deschutes River Unit (Contract Prices)

All Required		Clearing and Grubbing	Lump Sum low bid		$ 80.00
35,200 cu. yds.		Excav. West of M. P. 100.4	$ 0.72	"	25,344.00
21,700 "	"	Common Excavation	0.28	"	6,076.00
6,200 "	"	Intermediate Excavation	0.45	"	2,790.00
17,000 "	"	Solid Rock Excavation	1.05	"	17,850.00
310 "	"	Tunnel Excavation	7.00	"	2,170.00
34,600 yd. sta.		Overhaul	0.05	"	1,730.00
47,700 yd. mi.		Truck Haul	0.16	"	7,632.00
12,400 cu. yds.		Gravel Topping	0.28	"	3,472.00
28,500 yd. mi.		Hauling Gravel Topping	0.14	"	3,990.00
3,200 cu. yds.		Salv. Surf. Materials	0.50	"	1,600.00
1,200 "	"	Earth Filler	0.30	"	360.00
1,600 yd. mi.		Filler Haul	0.16	"	256.00
130 lin. ft.		12" Corr. Galv. Iron Pipe	1.10	"	143.00
160 "	"	18" " " " "	1.75	"	280.00
110 "	"	24" " " " "	3.25	"	357.50
					$ 73,440.50
			10% Engr. & Cont.		7,344.05
			Total- - - - - - - - - -		$ 80,773.55

Bituminous Macadam (Sta. 1508+00 to Sta. 1520+50)

130	cu. yds.	Grade "D" Rock in Stockpile	1.40	low bid	$ 182.00
50	" "	" "C" " " "	1.40	" "	70.00
30	" "	" "B" " " "	1.60	" "	48.00
40	" "	" "A" " " "	1.60	" "	64.00
0.2	miles	Preparation of Base	50.00	est.	10.00
250	cu. yds.	Placing Mineral Aggregate	0.80	"	200.00
400	yd. mi.	Hauling " "	0.16	"	64.00
16	tons	Asphalt in Place	20.70	"	331.20
2	"	Emulsified (or Cut-back) Asphalt in Seal Coat	21.05	"	42.10

30	cu. yds.	Gravel Shoulders	$ 0.30	est.	15.00
100	yd. mi.	Hauling Gravel Shoulders	0.10	"	10.00
					$1,026.30

Bituminous Macadam (Sta. 1520+50 to Sta. 1848+13.5)

4,900	cu. yds.	Grade "B" Rock in Stockpile	$1.40	low bid	$ 6,860.00
2,600	" "	" "C" " " "	1.40	"	3,640.00
830	" "	" "D" " " "	1.60	"	1,328.00
1,640	" "	" "AB" " " "	1.60	"	2,624.00
6.4	miles	Preparation of Base	50.00	"	320.00
2,320	cu. yds.	Placing Min. Aggr. in Shaping Course	0.92	"	2,134.40
8,120	" "	" " " anal. of " "	0.81	"	6,577.20
13,100	yd. mi.	Hauling Mineral Aggregate	0.16	"	2,096.00
550	tons	Asphalt in Place	20.70	"	11,385.00
65	"	Emulsified (or Cut-back) Asphalt in Place	21.05	"	1,368.25
3,650	cu. yds.	Gravel Shoulders	0.30	"	1,095.00
7,300	yd. mi.	Hauling Gravel Shoulders	0.10	"	730.00
					$ 40,416.65

Sub-total, bituminous macadam		$ 41,452.95
10% Engr. & Cont.		4,145.29
Total, bituminous macadam		$ 45,598.24

BRIDGE OVERCROSSING AND EARTH APPROACHES
(STA. 1490+40 TO STA. 1508+00)

Structure:

200	cu. yds.	Excavation	$ 3.00	est.	$ 600.00
440	lin. ft.	Concrete Piling	5.00	"	2,200.00
210	cu. yds.	Class "A" Concrete	20.00	"	4,200.00
72	" "	" "D" "	20.00	"	1,440.00
53,000	lbs.	Metal Reinforcement	0.05	"	2,650.00
342	lin. ft.	Concrete Handrail	5.00	"	1,710.00
All Required		Remove old bridge and maintain traffic		"	1,500.00
					$ 14,300.00

Regrading Earth Approaches:

All Required		Clearing and Grubbing		est.	$ 10.00
13,000	cu. yds.	Common Excavation	0.25	"	3,250.00
50,000	" "	Excavation, Single Classification	0.60	"	30,000.00
99,700	yd. sta.	Overhaul	0.03	"	2,991.00
12,500	yd. mi.	Truck Haul	0.15	"	1,875.00
60	lin. ft.	18" Corr. Galv. Iron Pipe	1.55	"	93.00

2,600	cu. yds.	Gravel Topping	$ 0.40	est.	$ 1,040.00
6,800	yd. mi.	Hauling Gravel Topping	0.15	"	1,020.00
200	cu. yds.	Filler	0.30	"	60.00
200	yd. mi.	Filler Haul	0.15	"	30.00
400	cu. yds.	Salv. Surf. Materials	0.60	"	240.00
					$40,609.00

(B)

Bituminous Macadam on Earth Approaches:

190	cu. yds.	Grade "D" Rock in Stockpile	$ 1.40	low bid	$ 266.00
80	" "	" "C" " " "	1.40	" "	112.00
40	" "	" "B" " " "	1.60	" "	64.00
60	" "	" "A" " " "	1.60	" "	96.00
0.3	miles	Preparation of Base	50.00	est.	15.00
400	cu. yds.	Placing Mineral Aggregate	0.80	"	320.00
600	" "	Hauling " "	0.16	"	96.00
24	tons	Asphalt in Place	20.70	"	496.80
3	"	Emulsified (or Cut-back) Asphalt in Place	21.05	"	63.15
80	cu. yds.	Gravel Shoulders	0.30	"	24.00
130	" "	Hauling Gravel Shoulders	0.10	"	13.00
					$ 1,565.95
					$ 56,474.95
		10% Engr. & Cont.			5,647.49
		Total, Structure			$ 62,122.44

Length of Type II Roadway (gross) 7.5248 miles
Length of Dillon Overcrossing & Earth Approaches .3409 "
Length of Type II Roadway (Net) 7.184 "

Cost per mile, regrading, - 6.615 miles $15,589.63
" " " , bituminous macadam, - 7.184 miles 7,096.03

- - - - -

Total Revised length of project (net) 12.058 miles

Adjusted Federal Aid per mile, $157,083.30 ÷ 12.058 = $13,027.30

Deficiency $\frac{20,000.00 - \$13,027.30}{20,000.00} = .34863$

Federal Aid allowable on New Work, -

$18,669.00 x .34863 - $6,508.57

SUMMARY

Item	Total Cost	Federal Aid	Federal Aid Per Mile	Engineering Advance	State Funds
TYPE I ROADWAY (Sta. 1157+53 to Sta. 1449+51.2)					
New Work (Net Length = 4.874 miles)					
Bit. Mac.	$ 42,999.00	$26,758.27 (62.23%)	$ 5,490.00	$ --	$ 16,240.73
Old Work: Roadway	146,493.53	63,495.02	13,027.38	--	82,998.51
Totals (Type I)	$189,492.53	$90,253.36	$ 18,517.38	$	$ 99,239.17
TYPE II ROADWAY (Sta. 1449+51.2 to Sta. 1848+43.5)					
New Work, Sta. 1449+51.2 to 1490+40.0 (Net length = .7685 miles)					
Regrad.	$ 22,332.20	$ 4,163.05 (18.641+%)	$ 5,417.12	$ --	$ 18,169.15
Bit. Mac.	4,492.55	838.78 (18.641+%)	1,091.45	--	3,653.77
	$ 26,831.75	$ 5,001.83	$ 6,508.57	$ --	$ 21,829.92
New Work, Sta. 1508+00 to 1848+43.5 (Net length = excreding 3.8472 miles; minimum exception = 6.4153 miles)					
Regrad.	$ 80,793.26	$ 7,494.56 (9.276+%)	$ 1,281.73	$70,100.22	$ 3,198.46
Bit. Mac.	45,598.24	28,375.78 (62.23%)	4,423.14	--	17,222.46
	$126,391.50	$35,870.34	$ 5,704.87	$70,100.22	$ 20,420.94
Old Work: Roadway	$215,923.25	$93,588.21	$13,027.38	$ --	$ 122,335.04
Totals (Type II)	$369,146.50	$134,460.38	$ --	$70,100.22	$ 164,585.90

BRIDGES

New Work:

Billen Over-xing & Earth Approaches	$ 62,122.44	$ 38,658.79 (62.23%)	$ --	$ --	$ 23,463.65

Item	Total Cost	Federal Aid	Federal Aid Per Mile	Reserve Advance Funds	State Funds
Old Work:					
Sanford, Dillon & Big Hdly Structures	$104,542.25	$ 38,410.00	$ --	$ --	$ 66,132.25
Totals (Dre.)	$166,664.69	$ 77,069.69	$ --	$ --	$ 89,595.00
Totals (All Work)	725,303.72	301,783.43	--	70,100.22	353,420.07

* For prorating old work:

Type I Roadway	4.874	miles
Type II Roadway	7.184	"
	12.058	miles

PK 37

May 12, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed five copies of estimate accompanying specifications, and five bid proposals for the following projects:

Project No. 37 - Dillon Unit, Sanford-Downtown Section
Project No. 150-A - Pioneer Mtn.-Eddyville Section
Project No. 134-D - Barnhouse Ranch-Picture Gorge Sect.
Project No. 109-B - Dundee-South Section

Five blueprint copies of Sheet No. 2 of the plans for Project No. 109-B and 150-A are being sent under separate cover. The plans for Projects Nos. 37 and 134-D, previously sent to you, are correct.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/EB.

encl.

Oregon State Highway Department — Project No. 37 (Incp.)

SEUFERT-DESCHUTES RIVER SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate with specification for grading Dillon Unit. Not as basis for modified agreement.)

Salem, Oregon, May 11, 1932.

Completed Work as Shown by Final Vouchers

Final cost of Roadway (Excl. bridges over 20' span)	$ 337,229.33
Engineering and Contingencies	25,187.45
Total.....	$ 362,416.78
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing	$ 82,077.84
Engineering and contingencies	22,464.61
Total.....	$ 104,542.45
Total Cost of Completed Work	$ 466,959.23
Federal Aid Paid on Roadway	$ 157,083.30
" " " " Bridges	35,410.58
Total Federal Aid Paid	$ 193,493.88

(A)

Length of Roadway (Excl. bridges over 20' Span)	12.391 miles
" " Seufert Viaduct	.042 "
" " Big Eddy Overcrossing	.040 "
" " Dillon Overcrossing	.032 "
Total Length.....	12.505 miles
Cost per mile, Roadway	$29,248.39
Federal Aid paid per mile, roadway	$12,677.21

NEW WORK - ROADWAY

Type I - 18' Bituminous Macadam Wearing Surface
(Sta. 1187+83.0 to 1449+82.1)

2,500	cu.	yds.	Grade "D" Rock in Stockpile				$1.40	low bid	$ 3,500.00
2,150	"	"	" "C" " " "				1.40	" "	3,010.00
900	"	"	" "B" " " "				1.60	" "	1,440.00
900	"	"	" "A" " " "				1.60	" "	1,440.00

9[illegible],000 gal.	No. 3 Oil		.075 Est.		[illegible]
6,000 cu. yds.	Constr. of Type "A" Wearing Surface		3.40 "		[illegible]
600 " "	" " " Apn. "	"	3.75 "		[illegible]
					$39,000.00
			10% Engr. & Cont.		[illegible]
		Total, Type I Rdwy.			$42,[illegible].00

Length of Type I Roadway (gross)	4.9564	miles
" " Seufert Viaduct 226 ft.	.0428	"
" " Big Eddy Overcrossing 209 ft.	.0396	"
" Type I, Roadway (Net)	4.874	"
Cost per mile, Type I Roadway	$8,822.11	

Type II Roadway - 20' Bituminous Macadam Wearing Surface
(Sta. 1449+82.1 to 1548+43.5)

DILLON WEST (STA. 1449+82.1 TO STA. 1490+40.0)

Recording: (State Force Work)

All Required	Clearing and Grubbing		ent.	$	[illegible]

Recording: (Contract Work)

18,800	cu. yds.	Common Excavation	$0.25	"		[illegible]
16,900	" "	Intermediate Excavation	0.40	"		6,760.00
100	" "	Solid Rock Excavation	0.40	"		[illegible]
19,000	yd.stn.	Overhaul	0.03	"		[illegible]
7,100	yd. mi.	Truck Haul	0.15	"		1,065.00
5,900	cu. yds.	Gravel Topping	0.40	"		2,360.00
15,200	yd. mi.	Hauling Gravel, Truck Measure	0.15	"		2,280.00
600	cu. yds.	Filler	0.30	"		180.00
600	yd. mi.	Filler Haul	0.15	"		90.00
1,200	cu. yds.	Salvaged Surfacing Materials	0.45	"		540.00
375	" "	Handling Salv. Matls. thru Stockpile	0.32	"		120.00
600	yd. mi.	Hauling Salvaged Materials	0.10	"		60.00
130	cu. yds.	Cement Rubble Masonry	10.00	"		1,300.00
140	lin. ft.	18" Corr. Galv. Iron Pipe	1.55	"		217.00
90	" "	24" " " " "	2.00	"		[illegible]
					$	[illegible]
			10% Engr. & Cont.			[illegible]
			Total - - - - -		$	22,332.20

Bituminous Macadam Wearing Surface:

500	cu. yds.	Grade "B" Rock in Stockpile	$ 1.40	low bid	$	700.00
210	" "	" "C" " " "	1.40	" "		294.00

(B)

100	cu. yds.	Grade "B" Rock in Stockpile	$ 1.60	low bid	$ 160.00
150	" "	" age " " "	1.60	" "	240.00
0.8	miles	Preparation of Base	50.00	est.	40.00
1,060	cu. yds.	Placing Mineral Aggregate	0.80	"	848.00
1,600	cu. yds.	Hauling Mineral Aggregate	0.16	est.	256.00
60	tons	Asphalt in Place	20.70	"	1,242.00
10	tons	Emulsified Asphalt or Cut-back Asphalt in Place	21.05	"	210.50
200	cu. yds.	Gravel Shoulders	0.30	"	60.00
400	yd. mi.	Hauling Gravel Shoulders	0.10	"	40.00
					$ 4,090.50
				10% Engr. & Cont.	409.05
				Total.....	$ 4,499.55

(B)

DILLON-DESCHUTES RIVER UNIT (STA. 1508+00 TO STA. 1665+00 & STA. 1695+00 TO STA. 1848+43.5)

Recording, Dillon-Deschutes River Unit (Contract Prices)

All Required		Clearing and Grubbing	Lump Sum	low bid	$ 89.00
33,200	cu. yds.	Excav. West of M. P. 100.4	$ 0.72	low bid	$ 23,904.00
21,700	" "	Common Excavation	0.28	" "	6,076.00
6,200	" "	Intermediate Excavation	0.45	" "	2,790.00
17,000	" "	Solid Rock Excavation	1.05	" "	17,850.00
310	" "	Tunnel Excavation	7.00	" "	2,170.00
34,600	yd. sta.	Overhaul	0.03	" "	1,038.00
47,700	yd. mi.	Truck Haul	0.16	" "	7,632.00
12,400	cu. yds.	Gravel Topping	0.28	" "	3,472.00
28,300	yd. mi.	Hauling Gravel Topping	0.14	" "	3,962.00
3,200	cu. yds.	Salv. Surf. Materials	0.50	" "	1,600.00
1,200	" "	Earth Filler	0.30	" "	360.00
1,600	yd. mi.	Filler Haul	0.16	" "	256.00
130	lin. ft.	12" Corr. Galv. Iron Pipe	1.10	" "	143.00
160	"	18" " " " "	1.75	" "	280.00
110	" "	24" " " " "	3.25	" "	357.50
					$ 73,448.42
				10% Engr. & Cont.	7,344.84
				Total -------	$ 80,793.26

Bituminous Encasement (Sta. 1508+00 to Sta. 1520+50)

130	cu. yds.	Grade "B" Rock in Stockpile	$ 1.40	low bid	$ 182.00
50	" "	" age " " "	1.40	" "	70.00
30	" "	" age " " "	1.60	" "	48.00
40	" "	" "A" " "	1.60	" "	64.00

0.2 miles	Preparation of Base	$	50.00	est.	$ 10.00
250 cu. yds.	Placing Mineral Aggregate		0.80	"	200.00
400 yd. mi.	Hauling Mineral Aggregate		0.16	"	64.00
16 tons	Asphalt in Place		20.70	"	331.20
2 tons	Emulsified (or Cut-back) Asphalt in Seal Coat		21.05	"	42.10
50 cu. yds.	Gravel Shoulders		0.30	est.	15.00
100 yd. mi.	Hauling Gravel Shoulders		0.10	"	10.00
					$ 1,036.30

(B)

Bituminous Macadam (Sta. 1520+50 to Sta. 1848+43.5)

4,900 cu. yds.	Crade "gs" Rock in Stockpile	$	1.40	low bid	$ 6,860.00
2,600 " "	" egs " " "		1.40	" "	3,640.00
830 " "	" egs " " "		1.60	" "	1,328.00
1,640 " "	" egs " " "		1.60	" "	2,624.00
6.4 miles	Preparation of Base		50.00	" "	320.00
2,320 cu. yds.	Placing Min. Aggr. in Shaping Course		0.92	" "	2,134.40
8,120 " "	" " " " " avel. of " "		0.80	" "	6,496.00
15,100 yd. mi.	Hauling Mineral Aggregate		0.16	" "	2,416.00
550 tons	Asphalt in Place		20.70	" "	11,385.00
65 "	Emulsified (or Cut-back) Asphalt in Place		21.05	" "	1,368.25
3,650 cu. yds.	Gravel Shoulders		0.30	" "	1,095.00
7,500 yd. mi.	Hauling Gravel Shoulders		0.10	" "	750.00
					$ 40,416.65
	Sub-total, bituminous macadam				$ 41,452.95
	10% Engr. & Cont.				4,145.29
	Total, bituminous macadam				$ 45,598.24

DILLON OVERCROSSING AND EARTH APPROACHES
(STA. 1490+40 TO STA. 1508+00)

Structural

200 cu. yds.	Excavation	$	3.00	est.	$ 600.00
440 lin. ft.	Concrete Piling		5.00	"	2,200.00
210 cu. yds.	Class "A" Concrete		20.00	"	4,200.00
72 " "	" "ps" "		20.00	"	1,440.00
53,000 lbs.	Metal Reinforcement		0.05	"	2,650.00
342 lin. ft.	Concrete Handrail		3.00	"	1,710.00
All Required	Remove old bridge and maintain traffic			"	1,500.00
					$ 14,300.00

Recreading North Approaches (State Force Work)

All Required		Clearing and Grubbing	$	est.	$ 10.00
13,000	cu. yds.	Common Excavation	0.25	"	3,250.00
34,000	" "	Excavation, Single Classif.	0.60	"	20,400.00
92,700	yd. sta.	Overhaul	0.03	"	2,781.00
10,600	yd. mi.	Truck Haul	0.15	"	1,590.00
					$ 28,031.00

Recreading North Approaches (Contract Work)

16,000	cu. yds.	Excavation (Sta. 1497 to 1508)	$ 0.60	"	$ 9,600.00
7,000	yd. sta.	Overhaul	0.03	"	210.00
1,900	yd. mi.	Truck Haul	0.15	"	285.00
2,600	cu. yds.	Gravel Topping	0.40	"	1,040.00
6,800	yd. mi.	Hauling Gravel Topping	0.15	"	1,020.00
200	cu. yds.	Filler	0.30	"	60.00
200	yd. mi.	Filler Haul	0.15	"	30.00
400	cu. yds.	Salvaging Surf. Materials	0.45	"	180.00
125	" "	Handling Salv. Matls. thru S. P.	0.32	"	40.00
200	yd. mi.	Hauling Salv. Materials	0.10	"	20.00
60	lin. ft.	18" Corr. Galv. Iron Pipe	1.55	"	93.00
					$ 12,578.00

Bituminous Macadam on Earth Approaches

190	cu. yds.	Grade "D" Rock in Stockpile	$ 1.40	low bid	$266.00
80	" "	" "C" " " "	1.40	" "	112.00
40	" "	" "B" " " "	1.60	" "	64.00
60	" "	" "A" " " "	1.60	" "	96.00
0.3	miles	Preparation of Base	50.00	est.	15.00
400	cu. yds.	Placing Mineral Aggregate	0.80	"	320.00
600	" "	Hauling " "	0.16	"	96.00
24	tons	Asphalt in Place	20.70	"	496.80
3	"	Emulsified (or Cut-back) Asphalt in Place	21.05	"	63.15
80	cu. yds.	Gravel Shoulders	0.30	"	24.00
130	" "	Hauling Gravel Shoulders	0.10	"	13.00
					$ 1,565.95

	$56,474.95
10% Engr. & Cont.	5,647.49
Total, Structure	$62,122.44

Length of Type II Roadway (gross)		7.5248 miles
Length of Bilton Overcrossing & Earth Approaches		.3409 "
Length of Type II Roadway (Net)		7.184 "
Cost per mile, regrading, -	6.613 miles	$ 15,589.63
" " ", bituminous macadam, -	7.184 "	7,096.03
		6973.52

Total Revised length of project (net) 12.058 miles

Adjusted Federal Aid per mile, $157,083.30 ÷ 12.058 = $13,027.30

Deficiency $\frac{20,000 - 13,027.30}{20,000.00} = .34863$

Federal Aid allowable on New Work, -

$18,669.00 x .34863 = $6,508.57

SUMMARY

Item	Total Cost	Federal Aid	Federal Aid Per Mile	Emergency Advance Funds	State Funds
TYPE I ROADWAY (Sta. 1167+83 to Sta. 1449+81.2)					
New Work (Net Length - 4.874 miles):					
Bit. Mac.	$ 42,999.00	$ 26,758.27 (62.23%)	$ 5,490.00	$ --	$ 16,240.73
Old Work:					
Roadway	146,493.53	63,495.09	13,027.30	--	82,998.44
Totals (Type I)	$189,492.53	$ 90,253.36	$ 18,517.30	$ --	$ 99,239.17
TYPE II ROADWAY (Sta. 1449+81.2 to Sta. 1848+43.5)					
New Work, Sta. 1449+81.2 to 1490+40.0 (Net length - .7685 miles):					
Regrad.	$ 22,332.20	$ 4,163.05 (18.641+%)	$3,417.12	$ --	$ 18,169.15
Bit. Mac.	4,499.55	838.78 (18.641+%)	1,091.45	--	3,660.77
	$ 26,831.75	$ 5,001.83	$6,508.57	$ --	$ 21,829.92
New Work, Sta. 1508+00 to 1848+43.5 (Net length - regrading 5.8472 miles bituminous concrete - 6.4153 miles)					
Regrad.	$ 80,793.26	$ 7,494.56 (9.276+%)	$ 1,281.73	$70,100.22	$ 3,198.48
Bit. Mac.	45,598.24	28,375.78 (62.23%)	4,423.14	--	17,222.46
	$126,391.50	$ 35,870.34	$ 5,704.87	$70,100.22	$20,420.94
Old Work:					
Roadway	$215,923.25	$ 93,588.21	$13,027.30	$ --	$122,335.04
Totals (Type II)	$369,146.50	$134,460.38	$ --	$70,100.22	$164,585.90
BRIDGES					
New Work:					
Dillon Overxing & Earth Approaches	$ 62,122.44	$ 38,658.79 (62.23%)	$ --	$ --	$ 23,463.65

Item	Total Cost	Federal Aid	Federal Aid Per Mile	Government Advances Funds	State Funds
Old Work					
Seaford, Dillon & Big Eddy Structures	$104,542.25	$ 38,410.90	$ --	$ --	$ 66,131.35
Totals (Bros.)	$166,664.69	$ 77,069.69	$ --	$ --	$ 89,595.00
Totals (All Work)	$725,303.72	$301,783.43	$ --	$ 70,100.22	$ 353,420.07

* For remaining old work:

Type I Roadway 4.07½ miles

Type II Roadway 7.18½ "

12.07½ miles

Ok 27
D.B

May 4, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention of Mr. G. W. Schattner, District Manager

Gentlemen:

In response to your inquiry of April 27, we are pleased to submit herewith the following information concerning the Dunn & Baker contract:

On April 16, 1932 Dunn & Baker were awarded by the State Highway Commission the contract for the bituminous macadam construction of the Dillon-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties. This job is known as State Highway Contract No. 1344.

The amount of the contract is $44,765.50, and a surety bond, in like amount, was furnished by the contractors for the protection of all claims that may be incurred against the project. This bond was written by Fidelity and Deposit Company of Maryland, for whom R. E. Pinney is the local representative, with offices in the Failing Building, Portland.

The work to be done under the above described contract is to be completed by July 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

RECEIVED
APR 28 1932
OREGON
STATE HIGHWAY COMMISSION

ATWATER 9821

602-621 YEON BUILDING
Portland, Oregon
April 27, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: DUNN & BAKER
Bonded Job, Dillon-Biggs

We have been advised that you have awarded a bonded job to Dunn and Baker who will be working on the Oregon State Highway at Dillon and Biggs in Wasco and Sherman Counties. We are contemplating making deliveries to the above contractors and desire the following information.

Kindly give us the complete description of the job together with the job numbers. We would also like to know the amount of the job, together with the approximate date of completion. Kindly favor us with the name of the bonding company, the amount of the bond, together with the local agent's name and address who wrote the bond.

For your convenience in replying and inclosing this date you will find attached a self-addressed stamped envelope. Thanking you in advance we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner
District Manager.

LC:R

BR 37

OREGON STATE HIGHWAY COMMISSION

May 4, 1932

Dunn & Baker
Klamath Falls, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of Contract No. 1344 recently awarded to you by the State Highway Commission for the construction of bituminous macadam wearing surface on the Dillon-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

jn
inclosure

FORM 2-A-1 3838 SM 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR31

OREGON STATE HIGHWAY COMMISSION

SALEM

April 27, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department,
O f f i c e.

Dear Sir:

In accordance with authority granted by the Highway Commission at its meeting on April 7th, the contract for the construction of bituminous macadam wearing surface on the Hot Lake-Union Section of the Old Oregon Trail has, with the approval of the Bureau of Public Roads, been awarded to J. C. Compton of McMinnville. The award was made as of April 27th, 1932.

The Highway Commission's confirmation of this award of contract should be obtained so that the record will be clear.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

SHP:ER

Form 30—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED APR 1932 ... COMMISSION

PR 37

Date April 23, 1932

Job name Pilot Butte

Week from 18 to 23

Mail address The Dalles

Highway Deschutes River

Telegraph or telephone address " "

County Wasco Job prefix PR 37 (Pilot Butte)

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

4/18 Crew started alinement and re-cross sections cuts and fills Sta 1495 to 1508

Working 19th Cross sections Sta 1495 & 1508

Working 20th & 21st Alinement Sta 1760 & 1825 Deschutes River

Thursday 21st Retie alinement Sta 1825 & 1847+90 Deschutes River Section. and Sta 472 & 527+01.7 Deschutes River Section.

Friday 22nd. Retying alinement Sta 410 to 472 Deschutes River Bugo Sec.

Saturday 23rd. Retied alinement Sta 410 to 355 & 472 to 527+01.7 Deschutes River Section.

RECEIVED APR 28 1932 CONSTRUCTION ENGINEER MAINT.

RECEIVED MAY 1932 ... ENGINEER

(See back of this sheet for instructions and detailed information)

Signed [signature]

Title Recorder

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR #37

April 21, 1932.

Mr. E. B. Clairmyer, Secretary
Oregon State Highway Department,
O f f i c e.

Dear Sir:

Under authority granted by the Highway Commission, at its meeting on April 7th, Mr. Baldock has awarded the contract for the Dillon-Riggs Bituminous Macadam Project to Contractors Dunn & Bebout, the award having been made as of April 18th.

It is suggested that arrangements be made for the confirmation of this award by the State Highway Commission.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:EH

cc Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

File PR #37

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

RECEIVED
APR 14 1932
STATE HIGHWAY COMMISSION
POST OFFICE BUILDING
PORTLAND, OREG.

April 13, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 37 Reopened, bituminous macadam, are today being recommended for approval.

You are hereby authorized to claim payment for all work done subsequent to the date of the recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

File PR #25

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

RECEIVED
APR 14 1932
OREGON
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, ORE.

April 13, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 25, bituminous macadam, are today being recommending for approval.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

April 6, 1932.

Mr. R. H. Baldock,
State Highway Engineer,
Salem.

Dear Sir:

For your information in connection with the matter referred to in the accompanying letter, we are giving below estimates of the quantities of rock excavation required for the different widths of roadway and different slopes indicated:

32 feet roadbed, 1/4 to 1 slopes	4182 Cu. yds.
30 " " , " " " "	5755 " "
28 " " , " " " "	2980 " "
24 " " , " " " "	1175 " "
32 " " , slopes parallel to present main slopes	2022 " "
28 Feet roadbed, slopes parallel to present main slopes	1172 " "
24 feet roadbed, slopes parallel to present main slopes	450 " "

Mr. Davis had indicated that the Bureau will not approve a roadbed narrower than 28 feet, but it might be possible to get him to consider something less.

Contractor C. R. Johnson wanted $4.00 per cubic yard for the work, but it undoubtedly could be contracted for much less at the present time.

The work is at the east end of the Deschutes River Tunnel and extends from Station 1799 + 87 to Station 1805.

We had to agree to do this work before the
order to secure approval of the Bureau on the balance o

Very truly yours,

S. H. Probert,
Office Engineer.

SHP:EK

PR#37

April 5, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of plans, specifications and estimate covering the proposed bituminous macadam construction on Oregon Federal Aid Project No. 37.

In reviewing the sections to be used on this project, it is noted that one-half the roadbed between Sta. 1565 and 1569 and Sta. 1799+87 and 1805+00 is to be 10' to 14' in width. This matter was discussed in our letter of March 17, 1931, and in a reply dated July 1, 1931, it was agreed that the section from Sta. 1799+87 to Sta. 1803 would be widened. On July 7, 1931, we advised the changes as proposed were satisfactory, which changes were to be to use a 22' roadbed between Sta. 1565 and Sta. 1569 and to widen the section Sta. 1799+87 to Sta. 1803 to full width, this widening to be done within a year. Upon receipt of your letter of July 22 agreeing to widen this section during 1932, the project was approved.

However, now that the plans call for the placing of bituminous macadam along this section, we cannot see our way clear to the approval of such plans until the widening agreed upon is performed, as such widening would destroy the macadam if performed after the surfacing is placed.

Very truly yours,

W. H. LYNCH
District Engineer

1764 4500 10-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OR 87
Dillon - Bigg

OREGON STATE HIGHWAY COMMISSION

SALEM

April 6, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

For your information in connection with the matter referred to in the accompanying letter, we are giving below estimates of the quantities of rock excavation required for the different widths of roadway and different slopes indicated:

31 foot roadbed, 1/4 to 1 slopes	4182	Cu. yds.
30 " " , " " " "	3735	" "
28 " " , " " " "	2990	" "
24 " " , " " " "	1173	" "
31 " " , slopes parallel to present main slopes	2022	" "
28 Foot roadbed, slopes parallel to present main slopes	1172	" "
24 foot roadbed, slopes parallel to present main slopes	450	" "

Mr. Davis has indicated that the Bureau will not approve a roadbed narrower than 28 feet, but it might be possible to get him to consider something less.

Contractor C. R. Johnson wanted $4.00 per cubic yard for the work, but it undoubtedly could be contracted for much less at the present time.

The work is at the east end of the Deschutes River Tunnel and extends from Station 1799 + 87 to Station 1803.

We had to agree to do this work before the end of 1932 in order to secure approval of the Bureau on the balance of the project.

Very truly yours,

S. H. Probert

S. H. Probert,
Office Engineer.

SHP:EK

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

RECEIVED
APR 8 1932
OREGON
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.

April 5, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of plans, specifications and estimate covering the proposed bituminous macadam construction on Oregon Federal Aid Project No. 37.

In reviewing the sections to be used on this project, it is noted that one-half the roadbed between Sta. 1565 and 1569 and Sta. 1799+87 and 1803+00 is to be 10' to 14' in width. This matter was discussed in our letter of March 17, 1931, and in a reply dated July 1, 1931, it was agreed that the section from Sta. 1799+87 to Sta. 1803 would be widened. On July 7, 1931, we advised the changes as proposed were satisfactory, which changes were to be to use a 22' roadbed between Sta. 1565 and Sta. 1569 and to widen the section Sta. 1799+87 to Sta. 1803 to full width, this widening to be done within a year. Upon receipt of your letter of July 22 agreeing to widen this section during 1932, the project was approved.

However, now that the plans call for the placing of bituminous macadam along this section, we cannot see our way clear to the approval of such plans until the widening agreed upon is performed, as such widening would destroy the macadam if performed after the surfacing is placed.

Very truly yours,

W. H. LYNCH
District Engineer

Cost-

CONTRACT# 1255, 1342,
1492,

PR 37 The Dalles-Biggs Sec., Regr. 1932

1255, 1342, 1492 Folder # 3

July 21, 1934

Mr. H. M. Lynch
District Engineer
U. S. Bureau of Public Roads
Post Tech Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of July 20th concerning quantities for work performed on Project No. [illegible]-37.

Please be advised that your figures of 1.486 miles for roadwork and 0.341 mile for structures are correct. These figures were given in the statement of quantities submitted previously with Project No. 37, and no change was made under Project No. [illegible] 37. We regret that through an oversight, when submitting the final voucher for [illegible] 37, no mention was made concerning the quantities.

Very truly yours,

H. H. BALDOCK
State Highway Engineer

By

H. H. Probert
Office Engineer

Dict. by J. H. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

July 20, 1934

RECEIVED
JUL 21 193
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We do not have a statement showing the final length of Oregon USPW project NRH 37, in connection with the final voucher recently submitted.

We have prepared our final report forthis project on the basis of the mileage shown by the estimate submitted as a basis for project agreement, viz., 1.005 miles for the roadway portion and 0.341 miles for the bridge portion. If these figures are not correct, will youkindly advise.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

Encl.
Dict. by J. W. Nash/MB

S. H. Probert
Office Engineer

March 27, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher in amount of $6,991.37, for The Dalles-Deschutes River Section, Project No. 37.

In connection with this work, the agreement called for construction of a bituminous macadam wearing surface between Station 1449+82.1 to Station 1520+00, but this work was not done under the project for the reason that it was placed under a separate agreement as Project No. NEM 37. Accordingly, it is our request that Project No. 37 be accepted as completed, and in anticipation of your approval we are submitting the copies of final voucher. The mineral aggregate used in the bituminous macadam work under NEM 37 has been included as participating items under Project 37, this procedure being as suggested by you in previous correspondence and discussions.

We wish likewise to call your attention to several changes that have been made in the work under Project 37 on which Emergency Advance Funds were paid. There were erroneously given in the final field estimate for that work, several items of work which were within the limits of Project 37, but were outside the limits of the unit on which Emergency Advance Funds were to be paid. Through an oversight, these items were included and paid for with Emergency Advance Funds. Accordingly, a revised final estimate of the Emergency Advance Project has been prepared, and, while several agreement estimate items have been slightly reduced as well as elimination of the contingency items of "Cement Rubble Masonry" and "Excavation for Cement Rubble Masonry," sufficient additional engineering and contingency items have been included to nullify these reductions.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Encl.
Dict. by J. W. Nash/ME

S. H. Probert
Office Engineer

J 25

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRH 37

POST OFFICE BUILDING
PORTLAND, OREG.

Dec. 26, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Redmond~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

Encl.

Ref-5503

Form P. R. 2

State Oregon

Project No. [redacted] 37

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

RECEIVED
OCT 9 - 1933
COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8618

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of November, 19 33

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73d Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the Fifteenth day of January, 19 29, a project statement, which was approved by the Secretary on the Ninth day of March, 19 29, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section [redacted] of said project which were recommended for approval by the United States District Engineer on the 5th day of August, 19 33; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seven thousand, one hundred sixty-four and 08/100

dollars ($ 7,164.08) as the share of the United States payable under said act on account of Section [redacted] of said project, which [redacted] 18 of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—8518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1449+62.1 in the N. W. 1/4, of Sec. 22, T. 2 N., R. 14 E., and survey station 1520+80 in the N. W. 1/4, of Sec. 24, T. 2 N., R. 14 E., W.M., length 1.346 miles, in Wasco and Sherman Counties, being Oregon National Recovery Highway project No. NRH 37, consisting of 1.005 miles of roadway and 1 bridges, each of more than 20 feet clear span, 0.341 of a mile in length, known locally as the Dillon Unit of Seufert-Deschutes River-5518 Section of Columbia River Highway, between official control points Seufert and Deschutes River.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the

7

9

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of seven thousand, one hundred sixty-four and 08/100 dollars ($ 7,164.08), certified to the Secretary of the Treasury as above mentioned, which is

the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 8 day of December, 1922

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

By [signature]
Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1921 8—5518

Form PR. 3--Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. [redacted] 37, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $7,164.00 as the total estimated cost of said project, and the sum of $7,164.00 as the share of the United States, payable under said acts on account of such project, which is the [redacted] total estimated cost.

Done at the city of Washington, this 8 day of December one thousand nine hundred and thirty-three.

Secretary of Agriculture

By [redacted]
Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4920

FORM S-C-1 11843 500 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

OR 37

November 27, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

In as much as we intend to use about 500 cubic yards of excavated materials for filling in the round house site on the Dillon job the truck haul quantities should be reduced. As they now show on the profile, this material is hauled east to M.P. 95.8.

This revision will cut the haul down to within one half mile. If we care to, the balance of the waste can be disposed of on the Brewery Grade, which is also within the half mile haul. I do not have a copy of this profile so will ask that you make this change. Bid quantities should also be reduced.

Yours very truly

K. D. Lytle
Division Engineer

RECEIVED
NOV 29 1933

kdl/c

V. J. APPLEGATE, VICE PRES.

PR 37

CLIFTON & APPLEGATE

September 5, 1933

Mr. John L. Foote,
Attorney at Law
St. Helens, Oregon

Dear Sir:

With further reference to the matter of claim of L. Watters against Logan Construction Company and Clifton & Applegate:

I wrote to Clifton & Applegate relative thereto and have today received a reply, a copy of which is enclosed for your information. No doubt, you have the original letter directed to you on February 24, 1933 by Mr. F. A. Hellenstein, Portland, attorney for Logan Construction Company.

Very truly yours

Secretary

HBG:AJ

CLIFTON, PRES.
J. APPLEGATE, VICE PRES.

HUTTON BUILDING
SPOKANE, WASH.

CLIFTON & APPLEGATE
(INCORPORATED)
RAILROAD CONTRACTORS

Spokane, Washington
September 2, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Your letter of August 29th relative to claim of L. Watters at hand. Please be advised that it was our understanding that this matter had been closed. I am enclosing a copy of a letter written to Mr. John L. Foote, attorney for Mr. Watters, by Frank A. McMenamim, attorney for the Logan Construction Company.

It appears, as you will note, Mr. McMenamim sets forth in his letter that the shovel which was represented to them to be in working order at the time they rented same, was not in the condition as represented and it was necessary for the Logan Construction Company to spend a considerable amount of money in repairs in order to work the shovel, as well as a great deal of lost time. We can bear the Logan Construction Company out in this regard as this shovel was originally put to work by the Logan Construction Company to load gravel topping for the Dillon job, which the writer would say is comparatively easy shovel work. It developed, however, that the shovel was in such poor condition which resulted in continuous breakdowns and it was necessary to hire teams and build traps in order to load said gravel to complete the work on time. Further it was necessary to abandon the use of the shovel.

Under the conditions there is very little that we can do, however we are forwarding a copy of your letter to Mr. McMenamim for his information.

Very truly yours,

CLIFTON & APPLEGATE

BY O. J. McMenamim

ojm cb
cc U. S. F. & G. Co.
cc Frank A. McMenamim

FRANK A MCMENAMIN, Attorney
Portland, Oregon
Feb. 24, 1933

Mr. John L. Foote
Attorney at Law
St. Helens, Oregon

L. Watters vs Logan Construction Co.
U. S. F. & G. Co. (Bonding Company)

Dear Sir:

Your letter of February 18, 1933, addressed to Clifton & Applegate, Spokane, Washington, has been referred to me as attorney for Logan Construction Co. Inc.

In regard to the account of Mr. Watters, I have had the same on my desk for several days. Your client contends there is certain rental due in the sum of $370.00. Logan Construction Company contends that your client rented it a shovel guaranteed to be in working order and that the same was not. The shovel not only failed to do the work but Logan Construction Company was compelled to put repairs on the shovel far in excess of the rental of the same and finally had to abandon the use of the shovel.

Facts similar to the rental of this shovel were recently tried in a case in California and a judgment secured against a contracting company of this city for use of a shovel very much under similar circumstances as the Logan Construction Company matter.

I appreciate litigation is expensive on these small matters, but my client feels its legal rights must be protected and if you insist on your claim against the bonding company, we will proceed to file suit for damage which the Logan Construction Company have sustained.

Yours very truly,

F.A. McMENAMIN

C O P Y

FORM S-A-1 7015 10M 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR 37

OREGON STATE HIGHWAY COMMISSION
SALEM

The Dalles, Oregon.
September 1, 1933.

RECEIVED
IN REPLY PLEASE REFER TO FILE NO.
SEP 2 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R.H.Baldock,
State Highway Engineer
Salem, Oregon.

Attn: Mr. Probert.

Dear Sir:

I acknowledge receipt of your letter dated August 29, mailed to Bend, Oregon and in reference to instructions about notifying Mr. Lynch, District Engineer, U.S.Bureau of Public Roads at Portland, advising him,by wire, of the commencement of work on the J.F.Forbes contract for macadam construction on the Biggs-John Day River and Dillion Sections on the Columbia River Highway.

This order will be executed at the proper time and a confirmation copy of the telegraphic notice to Mr. Lynch will be sent to your office.

A late communication from Mr. Forbes stated that he expected to commence the movement of equipment and would start the work at the earliest possible date. I will keep you advised of his movements.

Further correspondence can be sent to me at The Dalles, Oregon, in care of P.O. Box 420 or by telephone, in Highway Office, Court House, Tel. No. 193

Yours respectfully,

William J.Welsh
Resident Engineer.

WILL HAVE AN OFFICE AT RUFUS, ORE. WHEN WORK STARTS.

July 10, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to preliminary estimates submitted for bituminous macadam construction on F.A.P. E-25 and E-27

For your information we have been advised that stockpiled material previously produced under State or Bureau contracts for use on a few projects will not be excluded from use on a E.R.H. project by the provisions of Section 8 of the Rules and Regulations.

On the above projects we think, therefore, that the materials, as well as the construction of the surfacing, should be made a part of the E.R.H.project which would elimimate the State funds as shown on the preliminary estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

BR 37

February 27, 1935

Mr. James L. Conley
Attorney and Counselor at Law
Failing Building
Portland, Oregon

Dear Mr. Conley:

In response to your request of February 24 I enclose a list of claims that are of record in this department against the contract awarded to C. R. Johnson for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, the bond in connection with which was written by Federal Surety Company. The list shows the date when the various claims were filed and the amount of the claims.

As to whether or not all of these claims have been filed in the office of the Secretary of State, I cannot say. Inquiry at that office would probably disclose the facts as to that.

To the best of our knowledge this list of claims is the only one which we have against the bond written by the Federal Surety Company.

Very truly yours

Secretary

HBG:AJ

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

February 24, 1933.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Re: FEDERAL SURETY COMPANY

Dear Mr. Glaisyer:

The time for filing claims on jobs bonded by Federal Surety Company in Oregon has now long since expired. So far as I know, the only contract against which any claims were filed was the Dalles-Biggs Contract of C. R. Johnson, Number 1255. I wish, therefore, that you would furnish me with a list of all claims filed in your office against that job, together with the date of filing and the amount of the claim. It is not necessary for you to furnish me with a copy of the claim.

Of course if you know of claims having been filed on any other Federal Surety Company bond, I would be glad to have you furnish me a list of any such claims. I am satisfied, however, that the Dalles job is the only one on which claims were filed.

I am now getting ready to clean up all Federal Surety Company matters in Oregon and require this information for that purpose.

Very truly yours,

Jas. L. Conley

JLC:CG

Claims on file against C. R. Johnson on Contract No. 1255 - The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

5- 5- 31	Martin E. Cakes for rental of equipment -	$1,315.00
6- 5- 31	W. E. Brecoher for hauling - amount not stated.	
9- 14-31	Tipton & Manchester - against Dempsey, sub.	212.05
9- 28-31	Waltham-Williams Co. for supplies furnished -	141.00
10-23-31	Schlesser Bros. Market for supplies -	419.84
11-14-31	I. A. Dempsey, subcontractor for labor and material	6,000.00
11-11-31	Atty. J. N. [redacted] advises that Dempsey claim was	4,385.00
11-20-31	City of The Dalles for rental of equipment	450.00
11-28-31	Thos. Higginbottom for hauling	435.25
12-1- 31	R. A. Twiss -	29.44
12-5- 31	Contractor advises that claim of R. A. Twiss had been settled.	
12-8- 31	R. A. Twiss advises that he had balance due of	12.30
12-12-31	Tum-A-Lum Lumber Co. for supplies against Dempsey	58.10
12-29-31	Dayton Sand & Gravel Co. for hauling	585.48
1- 21-32	Collins Concrete Pipe Co. for material	412.10
1- 29-32	S. J. Frank for material	2,764.45
2- 9- 32	F. R. Gallagher for labor	117.96
2- 9- 32	Carl Signer for labor	173.16
2- 23-32	The Dalles Iron Works labor and material	185.39
2- 23-32	Parlor Grocery for supplies	242.73
3- 2- 32	Teb Brown for hauling	466.00
3- 3- 32	Updegrave Bros. for labor and material	1,962.70
3- 8- 32	Pure Iron Culvert Co. for material	1,633.19
3- 9- 32	Standard Oil Co. for supplies	470.14
3- 17-32	Ethel Hoober for meals furnished	619.94
4- 30-32	Howard-Cooper Corporation advise of claim, amount not stated.	

#1255

OR 37

October 15, 1932

Day, Hampson & Nelson,
Attorneys at Law,
Pacific Building,
Portland, Oregon.

Gentlemen:

Your request of October 12 has been just received.

Enclosed you will find certified copy of contract and bond in connection with State Highway Contract No. 1255, which was awarded to C. K. Johansen for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Very truly yours,

Secretary

AJ

#1255

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL R. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT

W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

October 12, 1932.

RECEIVED
OCT 1[illegible] 1932
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

We are attorneys for the Standard Oil Company of California, which has a claim against C. R. Johnson, principal, and Fidelity Surety Company of Iowa, surety, in connection with the work of Widening and regrading thirteen miles of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

For the purpose of securing a certified copy of the contract and bond, as provided by Section 67-1101, Oregon Code, we enclose herewith affidavit of F. M. Ewing, District Credit Man for the Standard Oil Company of California, and request that you send us a certified copy of the contract and bond.

Very truly yours,

Dey, Hampson & Nelson.

17/24
sure-1

STATE OF OREGON,)
) SS
County of Multnomah,)

I, F. M. EWING, being first duly sworn, say:

That I am Credit Man for the Standard Oil Company of California at Portland, Oregon, and have occupied this position for over five (5) years last past.

That during the months of August and September, 1931, the Standard Oil Company of California, at the special instance and request of C. R. Johnson, sold and delivered to the said C. R. Johnson, goods, wares and merchandise, consisting of petroleum products, to the agreed value of Four Hundred Seventy and 14/100 Dollars ($470.14); that said petroleum products so sold to the said C. R. Johnson, were used by him in connection with the prosecution of the work of widening and regrading thirteen (13) miles of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, pursuant to a contract which the said C. R. Johnson had with the State of Oregon, acting by and through the State Highway Commission; that in connection with said work, and as provided by law, the said C. R. Johnson gave a bond to the State of Oregon, guaranteeing the faithful performance of said work, and that the surety on said bond was the Federal Surety Company of Iowa.

That no part of said sum of $470.14 has been paid and that the total amount is now due and owing from the said C. R. Johnson to the Standard Oil Company of California.

F. M. Ewing

Subscribed and sworn to before me this 11 day of ~~September~~ October, 1932.

Andrew Koerner
Notary Public for Oregon
My commission expires
March 27, 1936

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
S. B. ALDRICH, PENDLETON
H. E. GLASGOW, SECRETARY

R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
SALEM.

OREGON STATE HIGHWAY COMMISSION

Refus, Oregon,
Oct. 8, 1938.

RECEIVED
OCT 8 - 1938
OREGON
STATE HIGHWAY COMMISSION
IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

In compliance with instructions which we have received, please be advised that work on MRH Project 37 was commenced today, Oct. 8th.

This contract is composed of two MRH Projects, 25 & 37, and, previous to this date, all operations of the Contractor (J. F. Forbes) were directed at MRH 25.

The major work of the contract, number 1492, involves the construction of a Bituminous Macadam Wearing Surface over the Dillon & Biggs- John Day River Sections.

Hoping that this is the information you desire, I am

Very truly yours,

Wm. J. Walsh,
Resident Engineer.

cc Mr. R. H. Baldock
Mr. K. D. Lytle

FORM S-A-1 7030 SM 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Rufus, Oregon,
Sept. 14, 1933

RECEIVED
REFER TO FILE NO.
SEP 15 1933
OREGON
STATE HIG

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

Supplementing my wire of Sept. 2nd, which advised of the commencement of work, at that date, on the Dillon and Biggs-John Day River Bituminous Macadam Job, contract 1492, NEH Projects 25 and 37, I wish to further specify that such work was started on NEH Project 25.

As soon as operations begin on NEH Project 37 I shall immediately notify you.

Very truly yours,

Wm. J. Dalen,
Resident Engineer.

cc R. H. Baldock
K. D. Lytle

WESTERN UNION

PR37

September 14, 1933

Mr. J. F. Forbes
110 East Union Street
Olympia, Washington

Dear Sir:

Your contract for bituminous macadam construction on the Dillon and Bigge-John Day River Sections, provides that ex-service men with dependents may be hired without regard to the employment lists furnished by the designated employment agencies.

Under a new regulation of the U. S. Bureau of Public Roads, ex-service men with dependents must be registered with the National Reemployment Service or one of the designated employment agencies.

The National Reemployment Service will furnish each ex-service man with an identification card which will constitute proof of his eligibility. The identification card will bear a serial number which must be entered on the labor payroll under the heading "Is Employee a Veteran With Dependents?"

Although the above mentioned regulation is not a requirement of your contract, we would appreciate your cooperation in having such ex-service men as you employ register with the National Reemployment Service.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ME

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	X	FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

GR 37

CHECK

PAID

ACCT'G INFMN.

TIME FILED

5:30PM

Send the following message, subject to the terms on back hereof, which are hereby agreed to

THE DALLES, ORE. SEPT. 2 1933

To W. H. LYNCH,

Street and No. DISTRICT ENGINEER- U.S. BUREAU OF PUBLIC ROADS

Place PORTLAND, OREGON.

SEPTEMBER SECOND IS DATE OF COMMENCEMENT OF WORK ON CONTRACT FOURTEEN NINETY TWO, NATIONAL RECOVERY HIGHWAY PROJECTS TWENTY FIVE AND THIRTY SEVEN.

WILLIAM J. WALSH

RESIDENT ENGINEER.

RECEIVED SEP 5 - 1933 OREGON STATE HIGHWAY COMMISSION

(Confirmation copy)

Salem Office - PER YOUR LETTER 8/29

K.D.Lytle- Bend.

Portland Office

Sender's address for reference

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE.

Sender's telephone number

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1255

OR 37

Mack-International Motor Truck Corporation

June 10, 1932

Mack-International Motor Truck Corporation,
235 Oregon St.,
Portland, Oregon.

Attention of Mr. H. H. Harwood, Manager

Gentlemen:

Reply is made to your inquiry of June 8 concerning the status of payment to C. R. Johnson in connection with the contract that was awarded to him for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway.

Our records show that we have not made settlement with Mr. Johnson for this work. The final warrant, in the sum of $8,875.56, is being held pending satisfactory settlement of claims that have been incurred against this project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

WJG:AJ

Mack-International Motor Truck Corporation

TRUCKS BUSSES FIRE APPARATUS LOCOMOTIVES

285 OREGON STREET, AT WILLIAMS AVENUE

PORTLAND

June 8th, 1932

RECEIVED
JUN 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention Mr. W. B. Glaisyer, Secretary

Dear Sir:

We are again requesting your advice as to the payment to C. R. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway.

Will you please advise us whether or not the final estimate has been approved and check issued to Mr. Johnson, and if so, when and for how much. Thanking you for your courtesy, we are

Yours very truly,

MACK-INTERNATIONAL MOTOR TRUCK CORPORATION

H. H. Harwood

H. H. Harwood
Manager

H. B.
WHF L

Final in #3,875.36 Warrant being held by writer in accordance with request of Harwood and Dever 2.

#1255

9K07

May 27, 1932

Mr. J. B. Pfouts,
Attorney at Law,
Board of Trade Building,
Portland, Oregon.

Dear Sir:

In response to your inquiry of May 26, we wish to inform you that we have knowledge of the following claims against State Highway Contract No. 1255, awarded to C. R. Johnson, for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties:

1931		
May 5,	Martin E. Oakes, rental of machinery.....	$1,513.00
August 3,	W. E. Broecher, for hauling.....	Not known
Sept. 14,	Tipton & Manchester, against Dempsey, sub-contractor.....	212.05
Sept. 28,	Walther-Williams Co.....	141.00
Oct. 23,	Schlesser Bros. Market.....	419.84
Nov. 14,	I. A. Dempsey, subcontractor.....	4,586.00
Nov. 20,	City of The Dalles.....	450.00
Nov. 28,	Thos. Higginbottom.....	453.25
Dec. 12,	Tam-A-Lum Lbr. Co. Against Dempsey.....	58.10
Dec. 29,	Dayton Sand & Gravel Co. for hauling.....	583.48
1932		
Jan. 21,	Collins Concrete Pipe Co.....	412.10
Jan. 29,	S. J. Frank for materials.....	2,764.45
Feb. 9,	F. H. Gallagher, against Dempsey.....	117.86
Feb. 9,	Carl Signer, against Dempsey.....	175.16
Feb. 25,	The Dalles Iron Works against Dempsey.....	185.39
Feb. 25,	Parlor Grocery, against Dempsey.....	242.75
Mar. 5,	Ted Brown for hauling.....	466.00
2,	Updegrave Bros. for labor and materials...	1,962.70
2,	Pure Iron Culvert Co. for material.....	1,655.19
7,	Standard Oil Company.....	470.14
17,	Ethel Booher, against Johnson & Dempsey for meals.....	619.94
Apr. 11,	R. A. Twiss for labor and materials.....	12.50
30,	Howard Cooper Corporation.....	Not known

The contract was completed on September 5, 1931. The date of acceptance of this contract is also September 5, 1931.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AF-

ATWATER 3552

J. B. PFOUTS
ATTORNEY AT LAW
820 BOARD OF TRADE BUILDING
PORTLAND, OREGON

May 26, 1932

RECEIVED
MAY 27 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State House
Salem, Oregon

Gentlemen:

Re: Contract #1225 - The Dalles-Biggs
Section of Columbia River Highway,
Wasco and Sherman Counties

I wish you would send me a lits of all claims filed against the contractor and the surety on the above entitled work, together with the date when each claim was filed.

Also, I wish you would inform me as to the completion date and final acceptance of this contract by the Commission.

Very truly yours

JBP AL

HOWARD-COOPER
CORPORATION

May 3, 1932

Howard-Cooper Corporation
East 3rd St. and Hawthorne Ave.
Portland, Oregon

Gentlemen:

Replying to your letter of the 29th ultimo concerning your claim against G. R. Johnson, being for rental of some equipment furnished Mr. Johnson in connection with his contract with the State for the construction of The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties.

Our records show this project was completed by the contractor on September 5, 1931, which date is considered as the date of acceptance on the part of the State Highway Commission. According to the provisions of Chapter 280, General Laws of Oregon for 1931, claims must be filed with the Secretary of State prior to six months from the date of the close of the contract. I inclose copy of Chapter 280 for your ready reference.

The bond furnished by Mr. Johnson in connection with the above mentioned work was written by the Federal Surety Company of Iowa. This company has since gone into the hands of a Receiver and I am not advised as to whether or not they are paying claims incurred against this project. You may be able to get some information from Mr. James L. Connelly, attorney in the Failing Building, Portland. It is my understanding that Mr. Connelly is attorney for the Federal Surety Company and is representing them in this case.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jn

D. I. COOPER, PRESIDENT
ROY E. NELSON, VICE PRES
E. C. LUNDQUIST, SECY-TREAS.

HOWARD COOPER CORPORATION

MAIN OFFICE AND WAREHOUSE
EAST 3 2P ST AND HAWTHORNE AVE
PORTLAND, OREGON

BRANCH OFFICES
AND WAREHOUSES
BOISE, IDAHO
SEATTLE, WASH.
SPOKANE, WASH

April 29, 1932

RECEIVED
APR 1932
COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Last summer Mr. C. R. Johnson, contractor, residing in the City of Portland had a contract with your Department on some road out of the Dalles, or near there, on which he owes us rental for some equipment furnished for this work.

We do not know whether it is too late for us to file a claim against his bond or not, nor do we know who furnished the bond for him on this particular contract. Will you kindly give us this information? If it is too late we will have to forget it.

Any information you may give us will be greatly appreciated.

Yours truly,

HOWARD-COOPER CORPORATION

President

D. I. Cooper
J

Was Completed Sept. 5, 1931
This was before time Contracts was accepted by Comm.
C R Johnson Contract Co

ANSWERED
H. B. G.

Form 39—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 16, 1932

Job name Wilson River

Week from 11 to 16

Mail address Tillamook

Highway " "

Telegraph or telephone address " "

County Tillamook Job prefix 33EPV

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday 11th Survey Crew
Finishing Stakeout Sta 1545
Line Ahead in Bridge Dec. CC Day
Cleaning Up. Survey Crew
Working Completing Stakeout
Line Ahead. Cleaning Up.
Stakeout Sta 1545 to Sta Nelson Bridge Station
Thursday 14th Secretary Here.
Finishing Stakeout Line
Ahead Cleaning Up
Finishing Stakeout Sta 1545 to Nelson Bridge Station
Friday 15th Engineer
Cascade Stakeout Revision Sta 83+98
Coal Point Highway
Finishing Stakeout Line Ahead Cascade Locks
Revision Sta 825+18

RECEIVED
APR 20 1932
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 2 1932
MAINT ENGINEER

(See back of this sheet for instructions and detailed information)

Signed

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 37

April 13, 1932

Mr. Frank G. Dick,
Attorney at Law,
The Dalles, Oregon.

Dear Sir:

Reply is made to your letter of the seventh inst., concerning the contract awarded to C. R. Johnson for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The information given you in my letter of February 29 that the contract was completed on September 5, 1931 is correct. This date is also considered as the date of acceptance of the contract on the part of the State Highway Commission.

Our records show that final payment has not yet been made to Mr. Johnson. The final voucher has been prepared, which is in the sum of $3,875.56. The voucher has been sent to the contractor for acceptance, but has not been returned. Just what disposition will be made of this money, I am unable to state at the present time. It is our practice to withhold final payment to the contractor when the contract is involved, such as is Mr. Johnson's. There are quite a few claims on file against the project and the contract is more complicated by the death of Mr. I. A. Dempsey, subcontractor, and the bonding company having gone into the receiver's hands.

I am unable to give you any information that will lead you to a final settlement without undue litigation. However, if there is any other information that you wish to know concerning the contract, we will be pleased to give it upon request.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

...R. G.

For your information this contract was completed on Sept, 5, 1931. This was before we started to having the contracts accepted in the minutes so it should be considered as the date of acceptance by the Highway Commission.
Final payment has not been made and the final voucher w which is being held is in the sum of $3,875.36. The voucher for this final payment was mailed out to the contractor sometime ago but has not been returned.

J. McF.

RECEIVED
APR 6 1932
COMMISSION

I am writing now, concerning the contract of Johnson on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon. In your letter of February 29th, you stated to me in the second paragraph, that the Highway Commission considered September 5th, 1931, as the date of the acceptance of the job on the part of the Highway Commission. I recently received information from Mr. J. O. Turner, an attorney at Heppner, to the effect that you have not accepted the contract as between you and Johnson. I would like to know the truth of this question.

I would also like to know, what seems to be holding this matter up. The administrator of Dempsey's estate has on store to tell, Dempsey's bonding company has another story to tell and it seems that I get a different statement of facts from Johnson's lawyer, none of which agree wholly. I have information from the receiver of the Federal Surety Co., to the effect that you hold $3875.36 of the contract money, and some other figures show that you hold only $3348.93. I should like to know about that. I should like to have any information that you have to give, that would lead us to a final settlement of the matter without undue litigation. I shall be glad to hear from you at once.

Most respectfully yours,

FGD:FC

FRANK G. DICK
ATTORNEY-AT-LAW
THE DALLES, OREGON

April 7th, 1932

RECEIVED
APR 1932
COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am writing now, concerning the contract of Johnson on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon. In your letter of February 29th, you stated to me in the second paragraph, that the Highway Commission considered September 5th, 1931, as the date of the acceptance of the job on the part of the Highway Commission. I recently received information from Mr. J. O. Turner, an attorney at Heppner, to the effect that you have not accepted the contract as between you and Johnson. I would like to know the truth of this question.

I would also like to know, what seems to be holding this matter up. The administrator of Dempsey's estate has on store to tell, Dempsey's bonding company has another story to tell and it seems that I get a different statement of facts from Johnson's lawyer, none of which agree wholly. I have information from the receiver of the Federal Surety Co., to the effect that you hold $3875.36 of the contract money, and some other figures show that you hold only $3348.93. I should like to know about that. I should like to have any information that you have to give, that would lead us to a final settlement of the matter without undue litigation. I shall be glad to hear from you at once.

Most respectfully yours,

FGD:FC

Frank G Dick

#1255

PR 37

April 11, 1938

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of April 7, enclosing certified copies of notice of claim filed by E. A. Tuler against L. A. Dempsey, who is the subcontractor on State Highway Contract No. 1255, which is for the widening and regrading of The Dalles-Biggs Section of The Columbia River Highway in Wasco and Sherman Counties.

We are today forwarding copies of the notice to the original contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By _____ Secretary

AJ

April 11, 1932

Jas. L. Comley, Attorney,
Failing Building,
Portland, Oregon.

Dear Sir:

We hand you herewith certified copy of notice of claim filed by E. A. Twiss against I. A. Dempsey, who is the subcontractor on State Highway Contract No. 1255, which is for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The claim is in the sum of $12.50 and is for labor.

This information is given you as you furnished the bond for Mr. C. R. Johnson, the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson

...retary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 11 1932

April 7, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. R. A. Twiss, 506 E. Second St., The Dalles, Oregon, and filed as of this date, his notice of claim for labor and materials furnished in the sum of $12.30 against the bond taken from I. A. Dempsey, principal, and Fidelity & Casualty Company of New York, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal G Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

April 6, 1932

To The State of Oregon, Salem, Marion County

Notice hereby is given that the undersigned R. A. Twiss has a claim for Labor on Generators and Parts and Recharging Starter Batteries in the sum of Twelve Dollars and Thirty Cents ($12.30) against the bond taken from I. A. Devaney, Principal, and Fidelity & Casualty Company of New York, Surety, for the work of Regrading The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Signed R. A. TWISS

Recd

Endorsed: File No. 2035
Filed April 7, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by R. A. Twiss for labor and materials furnished in the sum of $1230 against the bond taken from I. A. Dempsey, principal, and Fidelity & Casualty Company of New York, surety, for work on the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, with the original notice filed in the office of the Secretary of State on April 7, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1932.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by R. A. Twiss for labor and materials furnished in the sum of $1230 against the bond taken from I. A. Dempsey, principal, and Fidelity & Casualty Company of New York, surety, for work on the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, with the original notice filed in the office of the Secretary of State on April 7, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1932.

Hal E. Hoss

Secretary of State

FRIGIDAIRE
DELCO LIGHT

#1255

ATWATER KENT
RADIOS

pR 37

R. A. TWISS

AUTO
ELECTRICIAN

THE DALLES, OREGON

April 6, 1932

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We thank you for your prompt reply to our letter, in regard to our claim against I. A. Dempsey.

We are filing notice of our claim with the Secretary of State, today. We filed a claim against C. R. Johnson, which included charges against both Johnson and Dempsey. We have received payment in full for the account of Mr. Johnson. We are giving you this information so that there will be no misunderstanding.

Yours very truly,

R. A. Twiss

R. A. Twiss

RECEIVED
APR 1932
OREGON
STATE HIGHWAY COMMISSION

R. A. TWISS

April 5, 1932

Mr. R. A. Twiss,
Auto Electrician,
The Dalles, Oregon.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Dear Sir:

Reference is made to your letter of the fourth inst., with further regard to your claim against C. E. Johnson, to whom the State Highway Commission awarded the contract for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The bond furnished by Mr. Johnson was written by the Federal Surety Company of Iowa, who are now in the receiver's hands. It might be well for you to write direct to the receiver of this company, who is Mr. L. H. Clark, % Federal Surety Company, Davenport, Iowa. We would also suggest that you file notice of your claim with Mr. James L. Conley, Failing Building, Portland, who is the attorney for the bonding company.

Concerning Mr. Dempsey will say that we have had no dealings with him, but understand that he furnished a bond to Mr. Johnson, which bond was written by Fidelity & Casualty Company of New York, for whom J. B. Pfeats is attorney, with offices in the Board of Trade Building, Portland.

As stated to you previously, you should file notice of your claim with the Secretary of State to further protect yourself on the bond. This is in accordance with Chapter 220 of the Laws of Oregon for 1931, a copy of which is enclosed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

ATWATER KENT
RADIOS

R. A. TWISS

AUTO
ELECTRICIAN

THE DALLES, OREGON

April 4, 1932

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have written you at different times, relative to a claim we have against I. A. Dempsey, subcontractor under C. R. Johnson to whom the contract was given for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

In your letter of January 22, you advised us to take up this matter with the bonding company that wrote the bond given by Mr. Dempsey to Mr. Johnson. We wrote this company, but we have not received an answer to this letter, which was written on January 23d.

We understand that Mr. Dempsey is deceased. We would therefore appreciate your advising us what we may do to collect this account.

Yours very truly,

R. A. Twiss

ANSWERED
H. B. G.

PP37

March 25, 1932

Barry & Morrison
Attorneys at Law
705-7 Bedell Building
Portland, Oregon

Attention: Mr. W. H. Morrison

Gentlemen:

In response to your request of the 25th instant I am pleased to hand you herewith a certified copy of that certain contract No. 1255, which was awarded by the State Highway Commission to C. R. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Sherman and Wasco Counties, Oregon, for use in connection with the claim of Thomas Higgenbottom.

This also acknowledges receipt of your letter of the 25th instant requesting a certified copy of this same contract and bond for use in connection with the claim of Edgegrave Brothers. I am not sending two certified copies of this contract as our supply of these is very limited and it is thought that perhaps you could get along with one copy. If my presumption is incorrect, kindly notify me and I will send another copy of this contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

Inc.

March 25, 1932

James L. Conley,
Attorney at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

This is to advise that we have today received notice of the claims of Updegrave Brothers and Thomas Higgenbottom against C. R. Johnson in connection with the contract awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Sherman and Wasco Counties. The amounts of the claims were not stated.

This information is forwarded to you since the Federal Surety Company of Iowa, Fred A. Schlick Co., Agents, was surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW

cc C. R. Johnson,
414 Exchange Bldg.,
Portland, Oregon.

Alexander G. Barry
William H. Morrison

Barry & Morrison
Law Offices
705-7 Bedell Building

Portland, Oregon.

RECEIVED
MAR 26 1932
OREGON
STATE HIGHWAY COMMISSION

March 25, 1932

State Highway Comm.,
Salem, Oregon.

Gentlemen:

Will you please forward us a certified copy of the bond and contract in connection with that certain contract Number 1255, known as the Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, performed by C. R. Johnson.

An affidavit is enclosed herewith.

Yours very truly,

BARRY & MORRISON,

By W H Morrison

WHMG:
(encl)

ANSWERED
14 B. C.

STATE OF OREGON)
) ss
County of Multnomah)

I, W. H. Morrison, being first duly sworn, depose and say that I am attorney for Thomas Higgenbottem, who did hauling in connection with that Contract number 1255, known as the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, thirteen (13) mile in length; that the said Thomas Higgenbottem has filed notice of his claim with the Secretary of State; that this affidavit is furnished for the purpose of procuring a certified copy of the contract and bond.

_____

Subscribed and Sworn to before me

this_____day of_____1932

_____
Notary Public for Oregon
My commission expires:

Alexander G. Barry
William H. Morrison

Barry & Morrison
Law Offices
705-7 Bedell Building

Portland, Oregon.

RECEIVED
MAR 26 1932
OREGON
STATE HIGHWAY COMMISSION

March 25th, 1932.

State Highway Comm.,
Salem, Oregon.

Gentlemen:

Will you please forward us a certified copy of the bond and contract in connection with that certain contract performed C. R. Johnson, known as the Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, Contract Number 1255.

An affidavit is enclosed herewith.

Yours very truly,

BARRY & MORRISON,

By W H Morrison

WHM:G
(encl)

ANSWERED
M. B. G.

STATE OF OREGON)
) ss
County of Multnomah)

I, W. H. Morrison, being first duly sworn, depose and say that I am attorney for Irving Updegrave and William Updegrave co-partners doing business under the assumed name of Updegrave Brothers, who furnished gravel and material and hauled dirt in connection with the contract number 1255, known as the Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, thirteen (13) miles in length; that the said Updegrave Brothers have filed notice of the claim with the Secretary of State; that this affidavit is furnished for the purpose of procuring a certified copy of the contract and bond.

W H Morrison

Subscribed and Sworn to before me

this_____day of_____1932.

_____
Notary Public for Oregon
My commiession expires:

pR 37

March 25, 1932

Mr. J. O. Turner,
Attorney at Law,
Heppner, Oregon.

Dear Sir:

Reply is made to your letter of the 22nd inst., with further reference to the contract awarded by the State Highway Commission to C. R. Johnson for the regrading of The Dalles-Biggs Section of the Columbia River Highway.

You inquire as to what showing is necessary to persuade the Commission to order a claim paid. The provisions of the clause on page 4 of the contract relate to "Materials and Labor Bills," which authorize the State Highway Commission to pay these direct from funds on hand due the contractor.

In only two or three instances has the Highway Commission been required to pay claims direct, and these were paid only upon order of the Court. In one instance in the matter of labor claims incurred by the said contractor, the Court ordered the Highway Commission to pay these claims direct upon the furnishing of evidence to the effect that the claims were legitimate. This was done and the amount paid deducted from the amounts then due the contractor. As to what policy the present State Highway Commission will follow in the matter, I am unable to state, but I would presume that the present Commissioners would look at it from the same point of view.

The contracting question is quite involved due to the number of outstanding claims, and also due to the death of the subcontractor, I. A. Dempsey. Should you wish to appear before the Commission with respect to this matter, this could be arranged as the Commission will hold its next general meeting in the Multnomah County Courthouse, Portland, on April 7, starting at ten o'clock A. M.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:A

Secretary

J. O. TURNER
ATTORNEY-AT-LAW
Phone 173
HEPPNER, OREGON

March 22, 1932.

Mr. H. B. Glaisyer,
Sec. State Highway Comm.,
Salem, Oregon.

Dear Sir :

Thank for the State Highway Contract No. 1235, pertaining to J. R. Johnson and the regrading of the The Dalles-Biggs highway.

On page 4 of the said contract, provision is made for the payment of neglected claims of laborers, for labor and services rendered under contract, by the Highway Commission direct from funds withheld for that purpose.

You have informed me heretofore of funds being withheld in this particular contract, may I ask what showing is necessary to persuade the commission to order a claim paid. And also, if a hearing is necessary would you arrange a date for me. I should have taken advantage of your offer in your last letter, but I did not know the provisions in the contract at that time.

Thanking you for your favors, I am,

Yours very truly,

J. O. Turner

March 22, 1932

Mr. Frank Holmes,
Attorney at Law,
McMinnville, Oregon.

Dear Sir:

Reply is made to your letter of the 12th inst., concerning the contract awarded by the State Highway Commission to C. R. Johnson for the reconstruction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

In connection with this project C. R. Johnson, the original contractor, was required to furnish the State with a surety bond for the protection of labor and material claims, and all just debts, dues and demands incurred against the project. This bond was written by Federal Surety Company of Iowa, for whom Fred A. Schlick Co., were agents, with offices in the Corbett Building, Portland, Oregon.

We have been informed that I. A. Dempsey did subcontract work for Mr. Johnson and that he furnished Mr. Johnson with a surety bond written by Fidelity & Casualty Company of New York, for whom J. B. Pfouts of Portland is attorney-in-fact.

The State Highway Commission does not recognize the subcontractor, but holds the original contractor responsible for the satisfactory completion of the work and the payment of the claims incurred against it.

We have been informed that the Federal Surety Company of Iowa has gone into the receiver's hands since writing Mr. Johnson's bond. We have also been informed that Mr. James L. Comley, Attorney, Failing Building, Portland, is handling the matter of claims for the Federal Surety Company of Iowa, since the resident agents, Fred A. Schlick Co., have discontinued business. As to whether or not the Federal Surety Company of Iowa deposited securities with the State Insurance Commissioner

or State Corporation Commissioner, is not known but we presume that this has been done since it is required by statute.

The State Highway Commission is holding approximately $5,800.00 in connection with this work. This sum will not be paid to Mr. Johnson until the matter of claims against him have been taken care of to the satisfaction of the Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

FORM 215
REG. 127-R

FRANK HOLMES
ATTORNEY-AT-LAW
AMERICAN SAVINGS & LOAN
ASSOCIATION BUILDING
McMINNVILLE, - OREGON

March 12, 1932

RECEIVED
MAR 14 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
(Claims)
Salem, Oregon

Re: C.R.Johnson,Inc., original contractor
I.E.Dempsey, subcontractor
Dayton Sand & Gravel Company
The Dalles-Biggs section Columbia River
Highway, 1931.

Gentlemen:

C.R.Johnson, Inc. had a contract with your commission in 1931 doing work on The Dalles-Biggs section Columbia River Highway. As I understand he had a contractor's bond with the Federal Surety Company. He let a subcontract to I.E.Dempsey who has since died. My client, Dayton Sand & Gravel Company, did work for I.E.Dempsey in trucking amounting to $583.00. As I understand I.E.Dempsey had a bond with the Fidelity and Casualty Company of New York. My clients, Dayton Sand & Gravel Company, say that they are informed that one of these surety companies has had a receiver appointed.

We have been unable to get the stright of the situation. I assume that C.R.Johnson, Inc. has given the usual statutory bond to your commission to pay for all labor and materials, but a Mr. Pfouts of Portland representing the Fidelity and Casualty Company seems to want my client to present its claim against the Dempsey estate. I see no reason why Johnson's bond company should not be liable for the Dayton Sand & Gravel Company's labor.

Would you kindly give us such facts as appear in your office or that you know of as to the status of the matter. I understand that this surety company has sufficient fund deposited with the State Treasurer to make good its obligations. However, that seems to be doubted. I would appreciate it very much if you would give us whatever information you can as to the facts.

Very truly yours,

Frank Holmes

FH:LD

#1255

pp 37

State of Oregon)
:ss
County of Marion)

I, J. E. Profitt, being first duly sworn, depose and say: That I am the President of the Dayton Sand & Gravel Company, which has a claim against I. E. Dempsey, deceased, for labor and material furnished upon the contract of C. F. Johnson, performed in July and August 1931, amounting to $585.00, which is wholly unpaid; said contract is designated as State Highway Contract No. 1255 and is for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

That said I. E. Dempsey was subcontractor under C. F. Johnson to [illegible] Highway Commission under the above mentioned contract.

That this affidavit is made for the purpose of securing a certified copy of the contract and bond which was executed in connection with the above mentioned project.

J. E. Profitt

Subscribed and sworn to before me this 31st day of March, 1933.

Earl F. Smith
Notary Public in and for Oregon

My Commission Expires June 25, 1933

McMinnville, Oregon
March 21, 1932

State Highway Commission
Salem, Oregon

Gentlemen:

The undersigned, Dayton Sand & Gravel Company, has a claim against I. E. Dempsey, deceased, for labor and material furnished upon the contract of C. R. Johnson, Inc. performed in July and August, 1931, amounting to $583.00 which is wholly unpaid.

The undersigned, J. E. Proffitt as president of the Dayton Sand & Gravel Company hereby certifies that the claim is wholly unpaid and asks for a certified copy of the principal bond and any other records which you may have in your office including any bond of any sub-contractor.

C. R. Johnson, Inc. bondsmen is the Federal Surety Company.

IN WITNESS WHEREOF the Dayton Sand & Gravel Company has caused these presents to be executed by its president this 21 day of March, 1932.

DAYTON SAND & GRAVEL COMPANY

J. E. Proffitt
President

#1255

pf37

March 17, 1932

Mr. James L. Conley, Attorney,
Federal Surety Company of Iowa,
Failing Building,
Portland, Oregon.

Dear Sir:

We hand you herewith a certified copy of notice of claim filed by J. O. Tumper, attorney of Heppner, for Ethel Becker against the bond taken from C. E. Johnson, principal, and the Federal Surety Company of Iowa, as surety for the work of widening and regrading The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The amount of the claim is $819.84, and is for boarding men.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Contractor

March 17, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of March 15, enclosing certified copies of claim filed by Ethel Bosher against the bond taken from G. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway--State Highway Contract #1255.

Copies of the notice of claim are being forwarded to the contractor, and to the attorney of the surety which furnished the bond.

We note that Mr. J. O. Turner, attorney of Heppner, desires a copy of the contract and bond in connection with the above described project. His request is being complied with.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

COPY

March 17, 1932

Mr. J. O. Turner,
Attorney at Law,
Heppner, Oregon.

Dear Sir:

We are in receipt of a copy of your letter of March 14, addressed to the Secretary of State, in which you request a copy of the contract and bond in connection with the state highway contract that was awarded to O. E. Johnson.

Attached you will find a certified copy of the contract, which includes the bond, for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Sherman and Wasco Counties--State Highway Contract No. 1256. There is no charge for this.

The contract in question was completed on September 5, 1931. This date is also considered as the date of acceptance on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

COPY

J. O. TURNER
Attorney at Law
Phone 173
Heppner, Oregon

Mar. 14, 1932.

Hon. Hal E. Hoss,
Sec. of State,
Salem, Oregon.

Dear Sir:

I am mailing you herewith the claim of Mrs. Ethel Booher against contractor, C. R. Johnson and the Federal Surety Co., surety, in compliance with Cahp. 280, Laws of 1931, wherein it is provided that upon filing such a claim according to law, in the form provided therein, the contract and bond will be sent to the person filing such claim.

Although the statutory period for filing this claim seems to have expired, I hold that it has not in that the work done under the contract, contract No. 1255 to C. R. Johnson, has not been accepted by the State Highway Commission. Kindly advise me as to that. Also kindly advise me as to the fees for filing this claim and for making a copy of the contract and bond in question.

Very truly yours,

J. O. TURNER

...ecretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 17 1932
OREGON
STATE HIGHWAY COMMISSION

March 15, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from J. O. Turner, Attorney, Heppner, Oregon, and filed as of this date, a notice of claim by Mrs. Ethel Booher for labor performed in the sum of $619.94 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway contract No. 1255.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

We are also enclosing a copy of the letter from Mr. Turner requesting a copy of the contract and bond covering the above work and other information.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

Secretary of State of the State of Oregon,

Notice is hereby given that the undersigned, Mrs. Ethel Booher, of Heppner, Morrow County, Oregon, has a claim for labor and services (cooking and boarding men) in the sum of $619.94 against the bond taken from C. H. Johnsen, principal and the Federal Surety Company of Iowa as surety for the work of widening and regrading The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, under state highway contract No. 1255.

MRS. ETHEL BOOHER

State of Oregon }
County of Morrow, } ss

I, Mrs. Ethel Booher, being first duly sworn, say that I am the claimant above stated and that I have personal knowledge of the facts in reference to the annexed claim; and that the amount claimed therein is justly due; and that no payments have been made thereon, and that there is no just counterclaim to the same, to my knowledge.

MRS. ETHEL BOOHER

Sworn and subscribed to before me this 14th day of March, 1932.

(SEAL)

J. O. TURNER
Notary Public for Oregon

My commission expires Apr. 15, 1935.

Endorsed: File No. 2026
Filed March 15, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Mrs. Ethel Booher for labor performed in the sum of $619.94 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway contract No. 1255, with the original notice filed in the office of the Secretary of State on March 15, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of March, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Mrs. Ethel Booher for labor performed in the sum of $619.94 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway contract No. 1255, with the original notice filed in the office of the Secretary of State on March 15, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of March . A. D. 19 32.

Hal E Hoss

Secretary of State

pf 37

March 14, 1932

Federal Surety Company of Iowa,
Davenport, Iowa.

Attention of Mr. T. H. Ridgeway, Superintendent

Gentlemen:

Reply is made to your letter of the fifth inst., regarding the contract awarded to C. R. Johnson for the reconstruction of the Columbia River Highway, between The Dalles and Biggs in Wasco and Sherman County.

The above contract is known as State Highway No. 1255.

We have paid to C. R. Johnson to-date the sum of $128,737.75. We are holding as retained percentage the sum of $3,875.56. This represents the amount of final payment that will be made to Mr. Johnson in connection with this work, but which we will not release until Mr. Johnson has adjusted the outstanding claims against the work to the satisfaction of the State Highway Commission.

Our records show that claims aggregating approximately $19,000.00 against this project have been filed with the State Highway Commission. I am enclosing in this letter a list of the claims and the amounts of each. Some of these claims you will note are against I. A. Dempsey, subcontractor, who has since died. Dempsey furnished Johnson with a surety bond in connection with his subcontract. This bond was written by Fidelity & Casualty Company of New York, for whom J. B. Pfouts is attorney in fact, with offices in the Board of Trade Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By Secretary

HBG:AJ

THE P[illegible]R [illegible]LL AGENTS TO BIND COMPANY IS LIMITE[illegible] A[illegible]ORITY CONFERRED IN WRITING.

FEDERAL SURETY COMPANY

CASUALTY INSURANCE - SURETY BONDS

HOME OFFICE - DAVENPORT, IOWA

SURETY CLAIM DEPARTMENT
T. H. RIDGAWAY
SUPERINTENDENT
IN RECEIVERSHIP
E. W. CLARK, RECEIVER
JULIUS KUNZ, EXAMINER IN CHARGE

March 5, 1932.

RECEIVED
MAR [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
State of Oregon,
Salem, Oregon.

Attention: H. B. Glaiser, Secretary.

Gentlemen:-

Re: C. R. Johnson - Bond #70568.

The Federal Surety Company issued a bond on behalf of C. R. Johnson of Portland, Oregon, in the penalty of $53,968.75 to the State of Oregon (Highway Commission) covering the construction of 13 miles of widening and re-grading on Columbia River Highway, Wasco and Sherman Counties, the Dalles-Biggs Section, Oregon, and as surety was notified of certain outstanding bills.

Inquiry of Mr. Johnson brought the information that he had paid some of the bills, but seeking ~~information~~ from your Department brought a letter from you, under date of Dec. 2, 1931, stating that there were a number of other bills outstanding and that payment would not be made until they have been satisfied.

Will you kindly advise the status of this contract. You stated in your letter that information concerning each of the claims had previously been sent to Fred A. Schlick Company, but inquiry from them develops the fact that they are no longer in business and as Mr. Johnson does not reply to our letters, we would appreciate this information from you.

Yours very truly,

T. H. Ridgaway

Supt. of Surety Claims for
Receiver.

THR'EMS

Contract No. 1255 - C. R. Johnson - The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The total amount paid to date on the above contract is $128,737.75 -

The ratained percentage which is the amount of the final payment is $3,875.36.

Final voucher was mailed to the contractor for signature on Feb, 24, 1932. Has not been returned to date. Contract was completed Sept, 5, 1931.

Claims on file against the above contract are as follows:

Martin E. Oakes - amt. $1,313.00 for rental of machinery.
Tipton & Manchester, The Dalles. amt. $212.05 for supplies furnished I. A. Dempsey.
Walther-Williams Co., The Dalles - amt. $141.00 for tires. Dempsey -
Schlesser Bros. Market, The Dalles. amt. $419.84 - for meat furnished Dempsey.
City of The Dalles amount $450.00 for rental of roller - Johnson.
Thos. Higginbottom amt. $453.25 for hauling - against Dempsey.
R. A/ Twiss amt. $12.30 for supplies - against Dempsey.
Tum-A-Lum Lumber Co. The Dalles - amt. $58.10 - material - Dempsey.
Dayton Sand & Gravel Co., Dayton - amt. $583.48 - for hauling - against Dempsey.
Collins Concrete Pipe Co, Portland - amt. $412.10 - material - against Johnson.
S. J. Frank - amt. $2,764.45 - for material -
F. R. Gallagher - amt. $117.96 - for labor - against Dempsey.
Carl Signer - amt. $173.16 against Dempsey - labor.
Ted Brown amt. $466.00 for hauling - De mpsey.
The Dalles Iron Works, The Dalles. amt. $185.39 - lab. & Material - Dempsey.
Parlor Grocery, The Dalles. - $242.73 - supplies - against Dempsey.
Updegrave Bros amt. $1,962.70 for lab. & Mtl. -
Pure Iron Culvert Co., Portland - amt. $1,633.19 - for material - Johnson.
Standard Oil Co. Portland - amt. $470.14 -

Add claim Ethel Booker #619.94 16 ____ rab+c

I have not been able to learn the amount of the I. A. Dempsey estate claim. one claim was filed for them in the sum of $6,000.00 and a few days later Atty. J. N. Hart advised that the claim was 4,385.00.

The total of all claims to date exclusive of the Dempsey estate claim is $12,070.84.

#1255

PR 37

March 12, 1932

Federal Surety Company of Iowa,
% Jas. L. Gumley, Attorney,
Failing Building,
Portland, Oregon.

Dear Sirs:

Mr. J. O. Turner, attorney of Heppner, has filed with us claim of Mrs. Ethel Becker against C. R. Johnson in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman County.

Said claim is in the sum of $619.94 and is for board furnished to men working for Mr. T. A. Dempsey, subcontractor on the job.

This notice is given you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.,
Portland, Oregon.

March 12, 1932

Mr. J. O. Turner,
Attorney at Law,
Heppner, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 10th instant, transmitting claim of Ethel Booher against C. R. Johnson and his subcontractor, I. A. Dempsey, being for services rendered to Johnson and Dempsey in connection with the contract awarded to C. R. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, which claim is in the sum of $619.94.

Contractor C. R. Johnson entered into an agreement with the State Highway Commission for the above mentioned work and, as required by the statute, furnished the State with a surety bond for the protection of claims incurred against the project, whether or not the claims were incurred by the original contractor, or his subcontractors or agents. This bond is offered to Mrs. Booher for the protection of her claim. The bond was written by the Federal Surety Company of Iowa, for whom Fred A. Schlick Co., of Portland were the local agents. The Federal Surety Company has since gone into the receiver's hands, and we have been notified by the Fred A. Schlick Co., that they have retired from business. Matters pertaining to this particular contract should be taken up with Mr. James L. Comley, attorney, Failing Building, Portland, Oregon. Mr. Comley is the attorney for the Federal Surety Company of Iowa.

The receiver for the Federal Surety Company is E. W. Clarke, his office being in Davenport, Iowa. It might be proper for you to take up this claim with him.

The State Highway Commission has not as yet made final settlement with Mr. Johnson for this work and it is not the intention to make final settlement until the matter of outstanding claims against the work have been adjusted to the satisfaction of the State Highway Commission. This contract is further involved by the death of Mr. I. A. Dempsey, the subcontractor.

The State Highway Commission will be in session on Wednesday, March 16, in the Multnomah County Courthouse, Portland. Should you desire to present this matter in person at that time, I will be pleased to arrange for a hearing, if you will advise me.

You ask if there is any particular form to be filled out when submitting claims against the contract. I reply to this inquiry in the negative, except that the form, substantially as it appears in Chapter 280 of the Oregon Laws for 1951, should be followed when filing claims with the Secretary of State.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

LG:AJ

J. O. TURNER
ATTORNEY-AT-LAW
Phone 173
HEPPNER, OREGON

Mar. 10, 1932.

RECEIVED
MAR 11 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Mr. R. H. Baldock, Sec.

Dear Sir :

I am asked by Mrs. Ethel Looney to place before the Highway Commission the claim of Ethel Looney, for their approval. If there is any particular form to be filled will you kindly advise me.

Should the commission require further proof, Mrs. Looney has her deed book and several more affidavits could be secured.

Messrs Blount and Dobson have had this matter in hand for some time and I do not know why they have not submitted it to the commission.

Kindly advise me what further steps are necessary to protect this claim.

Very truly yours,

J. O. Turner

To the State Highway Commission of the State of Oregon:
In re State Highway Contract No. 12[illegible] - to C. R. Johnson,
by subcontractor, I. A. Dempsey.
Claim of Mrs. Ethel Booher.

Notice is hereby given that Mrs. Ethel Booher has a claim against the State Highway Commission for work done on the Columbia River Highway between The Dalles and Biggs, from July 1, 1931 to Sept. 3, 1931 inclusive, under state Highway contract No. 1293 with Contractor C. R. Johnson and subcontractor I. A. Dempsey.

This work was done under an oral contract by and between Mrs. Ethel Booher of Heppner, Morrow County, Oregon and I. A. Dempsey of Rickerall, Polk County, Oregon, wherein Mrs. Booher agreed with Mr. Dempsey to board the men working on the highway construction job for Mr. Dempsey and Johnson, Dempsey agreeing to pay therefor at the rate of fifty cents per meal.

The following constitutes a bill of particulars of Mrs. Booher's claim ;

Meals served to men working for Johnson -

July - to 27 men	1260	meals @ 50¢	$640.00
August - to 29 men	836	meals @ 50¢	418.00
September - to 3 men	25	meals @ 50¢	12.50
total	2121		$1070.50

Meals served to men working for Dempsey -

July - 3 men	668	Meals @ 50¢	$334.00
August - to 11 men	659	meals @ 50¢	329.50
September - to 3 men	16	meals @ 50¢	8.00
total	1343		671.50

To the men of both Dempsey and Johnson $1742.00

Of this amount the following amount is to be the Schlosser [illegible]

No claim is herein made $419.84

Also to the Parlor Grocery of The Dalles, Oregon

for which no claim is herein made $232.07

balance $1088.49

Of this balance - - - - - -	$1086.49
one half is due Mrs. Gross, of _____	
for which no claim is herein made	543.24
Balance due Mrs. Booher	$543.24

As a furthur claim Mrs. Booher paid for Mr. Dempsey, money out of her own account and for which she received nothing the following amounts to-wit :

Tum-A-Lum Lumber Co. of The Dalles for coal	$17.90
C. L. Cox, Portland, Oregon for vegetables	8.55
Jap Gardens, (near The Dalles)	21.50
Tum-A-Lum Lumber Co. for wood	8.00
Todds Bakery for bread	10.60
Total	$66.70
	$543.24
Total claim of Mrs. Booher	$619.94

No part of which has ever been paid.

On account of the death of I. A. Dempsey, the bankruptcy of C. R. Johnson and the insolvency of the Federal Surety Company of Iowa, bondsmen of C. R. Johnson, the payment of this claim is demanded from the Oregon State Highway Commission from the funds held in their hands subject to the payment of claims under state highway contract No.1255.

Mrs Ethel Booher

State of Oregon,)
) ss.
County of Morrow,)

I, Ethel Booher, being first duly sworn, say that I am the claimant in the foregoing, that I have read the above claim and the facts therein stated are true.

Mrs Ethel Booher

Subscribed and sworn to before me this 10th day of Mar. 1932.

J. O. Turner

My commission expires M. 15, 1935.

State of Oregon)
) ss.
County of Morrow)

I, Walter Scott, being first duly sworn, say that I was present when the oral agreement was made between Mrs. Ethel Booher and I. A. Dempsey on the second day of February 1931, wherein Dempsey agreed to pay Ethel Booher 50¢ per meal for meals served to men working on state highway contract No. 1233 under C. R. Johnson and I. A. Dempsey; that I was present ad working on the job most of the time and can say that Ethel Booher did serve meals to the said men under said agreement.

Walter Scott.

Subscribed and sworn to before me this 20 day of Mar. 1932.

J. O. Turner
Notary Public for Oregon.

My commission expires April 13, 1932.

Page

Mack International Motor Truck Corporation

March 11, 1932

PORTLAND

Mack-International Motor Truck Corporation,
285 Oregon at Williams,
Portland, Oregon.

Attention of Mr. E. E. Gizer, Assistant Manager

Gentlemen:

Reference is made to your letter of the ninth instant, concerning the contract awarded to C. A. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway.

The status of the payments in connection with the work is the same as it was when I last wrote you. We have not made final settlement with Mr. Johnson and do not expect to do so until the matter of claims against the contract has been adjusted to our satisfaction, including the claim of E. E. Dempsey, subcontractor, now deceased.

Our previous correspondence will explain our interest in the matter, and any additional information you may give us at this time will be appreciated.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

...ional Motor Truck Corporation
BUSSES FIRE APPARATUS LOCOMOTIVES

285 OREGON AT WILLIAMS

PORTLAND

March 9th, 1932

RECEIVED
MAR 11 1932
...OMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention Mr. Glaisyer

Dear Sir:

We do not want to seem insistent in our inquiries or bothersome about this matter, but we would greatly appreciate your advice as to whether or not final payment has been made to C. R. Johnson on The Dalles-Biggs job.

Our previous correspondence will explain our interest in this matter, and any additional information you can give us at this time will be greatly appreciated.

Yours very truly,

MACK-INTERNATIONAL MOTOR TRUCK CORPORATION

R. E. Giger

R. E. Giger
Asst. Manager

REG L

41-55
#1255

pff 3T

March 9, 1932

Jas. L. Conley, Attorney,
Federal Surety Company of Iowa,
Failing Building,
Portland, Oregon.

Dear Sir:

This is to inform you that Pure Iron Culvert & Mfg. Co., of Portland, have a claim, in the sum of $1,655.19, against C. R. Johnson for materials furnished him in connection with his contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River in Wasco and Sherman Counties, State Highway Contract No. 1255.

We are transmitting this information to you as you are the attorney for the surety company which furnished the bond for Mr. Johnson.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Exchange Building,
Portland, Oregon.

#1255

STATEMENT OF ACCOUNT WITH

URE IRON CULVERT & MFG. CO.

OFFICE AND FACTORY
768-788 GLADSTONE AVENUE
PORTLAND, OREGON
TELEPHONE BELLWOOD 2276

March 1, 1932

C. R. Johnson
Exchange Bldg
Portland, Oregon

6 PER CENT INTEREST CHARGED ON ALL PAST DUE ACCOUNTS. ACCOUNTS NOT PAID WHEN DUE ARE SUBJECT TO SIGHT DRAFT WITHOUT FURTHER NOTICE.

DATE		
2-5-31	The Dalles - Biggs Section	$406.64
2-19-31	do.	1430.28
9-15-31	do.	9.06
9-18-31	do.	67.64
		1913.62
	Paid on account 5-27-31 $278.88	
	Credit memo. 9-24-31 7.55	
		280.43
	Balance due on account- - - - -$1633.19	

THIS STATEMENT IS SENT IN ACCORDANCE WITH OUR REGULAR CUSTOM. IF FOUND CORRECT, PLEASE REMIT PROMPTLY THE AMOUNT DUE.

THIS STATEMENT IS NOT A DEMAND FOR SETTLEMENT OF ACCOUNTS NOT DUE. IF ANY ERROR IS DISCOVERED, PLEASE NOTIFY US PROMPTLY.

THE ENDORSEMENT OF YOUR CHECK IS A RECEIPT. NO OTHER RECEIPT WILL BE SENT UNLESS SPECIFICALLY REQUESTED.

Inspection by ———

Certified True Copy of Original Invoice
PURE IRON CULVERT & MFG. CO.

By E. N. Gibson
Manager

All claims for shortage must be made immediately on receipt of goods.

g. Co.

DATE Feb. 5, 1931

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flumes
Pipe
Head Gates
Well Curbing
Page Highway Guard

QUANTITY	RATE	AMOUNT
16'	.89	$ 14.24
1	.89	.89
44'	1.62	71.28
1	1.62	1.62
3	2.11	6.33
146'	2.11	308.06
2	2.11	4.22
		$406.64

sion

#1255

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 1644
Our Order No. 1632
Your Order 2-2-31
Date Shipped 2-5-31
Routed Truck
F. O. B. The Dalles, Ore.
Terms Net cash 30 days
No cash discount

8% interest charged on all past due accounts

DATE Feb. 5, 1931

Sold to C. R. Johnson
Exchange Building
Address Portland, Oregon

Shipped to Same
The Dalles, Oregon
Address

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flumes
Pipe
Road Gates
Well Curbing
Pipe Highway Guard

Sta. Nos.	DESCRIPTION		QUANTITY	RATE	AMOUNT
	VH Brand, Galvanized Corrugated Riveted Pipe Culvert, as Follows:				
1556-50	1 Pc. 12" diam. 16 ga. 16' long plain ends		16'	.89	$ 14.24
1556-50	1 only 12" " connecting band		1	.89	.89
1510-40	1 Pc. 18" diam. 14 ga. 44' long	do.	44'	1.62	71.28
1510-40	1 only 18" " connecting band		1	1.62	1.62
1542	1 Pc. 24" diam. 14 ga. 80' long	80'			
1542	2 only 24" " connecting bands		2	2.11	4.22
1549	1 Pc. 24" " 14 ga. 66' long	66'	146'	2.11	308.06
1549	2 only 24" " Connecting bands		2	2.11	4.22
					$406.64

The Dalles - Biggs Section, Oregon State Highway Commission.
Bids opened 1-15-31.

Inspection by Oregon State Highway Commission

Certified True Copy of Original Invoice
PURE IRON CULVERT & MFG. CO.

By E. W. Graham
Manager

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 1862
Our Order No. 1838
Your Order 2-14-31
Date Shipped 2-19-31
Routed Bluebird Truck Line
F. O. B. The Dalles, Oreg.
Terms Net cash 30 days
No cash discount

8% interest charged on all past due accounts

DATE Feb. 19,1931

Sold to C. R. Johnson
414 Exchange Bldg.
Address Portland, Oregon

Shipped to Same
Address The Dalles, Oregon

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flumes
Pipe
Road Gates
Well Casing
Page Highway Guard

	DESCRIPTION							QUANTITY	RATE	AMOUNT
	VH Brand, Galvanized Corrugated Riveted Pipe Culvert, as Follows:									
8	Pcs.	12"	diam.	16	ga.	4'	long	8'		
23	"	12"	"	16	"	6'	"	138'		
6	"	12"	"	16	"	8'	"	48'		
1	"	12"	"	16	"	10'	"	10'		
1	"	12"	"	16	"	16'	"	16'		
1	"	12"	"	16	"	18'	"	18'	238'	.89 $ 211.82
34	Only	12"	"	connecting			bands		34	.89 30.26
4	Pcs.	18"	"	14	ga.	6'	long	24'		
2	"	18"	"	14	"	10'	"	20'		
9	"	18"	"	14	"	18'	"	162'		
16	"	18"	"	14	"	20'	"	320'		
2	"	18"	"	14	"	26'	"	52'	578'	1.62 936.36
20	only	18"	"	connecting			bands		20	1.62 32.40
1	Pcs.	24"	"	14	ga.	4'	long	4'		
4	"	24"	"	14	"	6'	"	24'		
1	"	24"	"	14	"	8'	"	8'		
2	"	24"	"	14	"	10'	"	20'		
1	"	24"	"	14	"	18'	"	18'		
1	"	24"	"	14	"	20'	"	20'	94'	2.11 198.34
10	Only	24"	"	connecting			bands		10	2.11 21.10
										$1430.28

Inspection by Oregon State Hwy. Commission
The Dalles - Biggs Section - Bids opened 1-15-31

Certified True Copy of Original Invoice.

PURE IRON CULVERT & MFG. CO.

By C. W. Graham, Manager

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2289
Our Order No. 2244
Your Order 9-15-31
Date Shipped 9-15-31
Routed Truck
F. O. B. Factory
Terms Net cash 30 days
No cash discount
8% interest charged on all past due accounts

Date Sept. 15, 1931

Sold to C. R. Johnson
Exchange Building
Address Portland, Oregon

Same
Shipped to
Same
Address

"ARMCO" Products
Corrugated Culverts
Siphons
Inlet and Outlet Flumes
Pipe
Road Gates
Wall Corbing
Page Highway Guard

	DESCRIPTION	QUANTITY	RATE	AMOUNT
6	Only 18" diam. Connecting Bands	6	1.51	$9.06
	The Dalles - Biggs Section Oregon State Highway Commission Bids opened 1-15-31			

Certified true copy of original invoice

PURE IRON CULVERT & MFG. CO.

By C. W. Erickson
Manager

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2296

Our Order No. 2254

Your Order 9-18-31

Date Shipped 9-18-31

Routed The Dalles Truck
Frt. Ppd.

F. O. B. The Dalles, Oregon

Terms Net cash 30 days

No Cash discount

8% interest charged on all past due accounts

Date 9-18-31

Sold to C. R. Johnson

Exchange Bldg.

Address Portland, Oregon

Shipped to Same

Address The Dalles, Oregon

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flumes
Pipe
Steel Cribs
Well Casing
Pipe Highway Guard

	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Galvanized Corrugated Riveted Pipe Culvert, as Follows:			
2	Pcs. 12" diam. 16 ga. 4' long 8'			
4	" 12" " 16 " 6' " 24'			
1	" 12" " 16 " 10' " 10'			
2	" 12" " 16 " 16' " 32'	74'	.89	$65.86
2	Only 12" " Connecting Bands	2	.89	1.78
				$67.64

The Dalles - Biggs Section,
Bids opened 1-15-31

Certified true copy of original invoice.

PURE IRON CULVERT & MANUFACTURING CO.

BY E. W. Gibson
Manager

All claims for shortage must be made immediately on receipt of goods.

No. 23

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. _____

Our Order No. _____

Your Order _____

Date Shipped _____

Routed _____

F. O. B. _____

Terms _____

_____

8% interest charged on all past due accounts

DATE Sept. 24, 1931

Sold to C. R. Johnson
Exchange Building

Address Portland, Oregon

Shipped to _____

Address _____

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flumes
Pipe
Steel Gates
Well Casing
Page Highway Guard

	DESCRIPTION	QUANTITY	RATE	AMOUNT
	CREDIT MEMORANDUM			
5	Only 18" diam. Connecting Bands	5	1.51	$7.55
	Returned 9-19-31 - see Invoice 9-15-31 No. 2289			

Certified true copy of credit memorandum
PURE IRON CULVERT & MFG. CO.
By L. H. Gibson
Manager

All claims for shortage must be made immediately on receipt of goods.

FORM S-C-1 8732 1500 1-32

COMMISSIONERS
J.C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

PR 37

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 8, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAR 10 1932
COMMISSION

Attention Mr. S. H. Probert.

Dear Sir:

Herewith please find my recommendations for specifications covering the construction of the bituminous macadam between Dillon and Biggs on the Columbia River Highway.

If this job is let April 7th I would say that we should not permit the contractor to start work before May 15th. I also think it would be best to start the work on the east end of the job and work eastward unless there is a chance that the grading of The Dillon Overhead Section should be finished by the time the contractor completes this job, in which case it might be better to work the other way as we would probably want him to do the oiling on that section while he has his equipment on the job.

We have figured on leaving enough rock in the stock piles to lay a B-1 and a B-7 at some future date between station 1450 and 1520+50 and a B-7 from station 1665 to 1695.

A table of rock quantities showing total requirements between station 1450 and the east end of the bridge across Spanish Hollow one half mile east of Biggs (sta. 260+40) and the rock now available is attached.

If there is anything missing which you should have to make up these specifications, please advise.

Yours very truly

K. D. Lytle
Division Engineer

kdl/c
cc. Mr. R. H. Baldock.

ROCK	#2				# 3				# 5				#4			
	B-7 (Typeml)				Shoulders (Type B)				Leveling Course (Type C)				B-1 (Type D)			
	Net	+10%	Dist.	C.Y.	Net	+10%	Dist.	C.Y.	Net	+10%	Dist.	C.Y.	Net	+10%	Dist.	C.Y.
2"-1½" (D)	590	650	12.41	8067	42	46	4.14	190	590	650	2.72	1768				
1½"-¾" (C)	250	275	12.41	3415	170	190	4.14	786	250	275	2.72	748	382	290	1.99	776
¾"-½" (B)	120	135	12.41	1675									106	116	1.99	231
½"-1/8" (A)	175	195	12.41	2420	80	90	4.14	373	115	125	2.72	340	176	193	1.99	384
1/8"-minus (E)	82	90	12.41	11.17									82	90	1.99	179

Rock for Type A = #1
" " " B = #1 + #2
" " " C = #1 + #3
" " " D = #4

Above table covers Rock requirements for Dillon-Riggs job plus rock for B-1 and B-7 from sta. 1450 to sta. 1520/50 and rock for future B-7 when line is changed between sta. 1665 and sta. 1695.

A	B	C	D	E
2420	1675	3415	8067	1117
373		786	190	
340		748	1768	
384	231	776		179
3517	1906	5725	10025	1296

ROCK IN STOCK PILES

MP	A	B	C	D	E
98.62	435	90	1150	1667	515
100.45	440	18	570	1040	189
105.90	340	400	678	1511	0
105.85	860	460	1560	1790	164
107.55	1436	600	2300	3560	510
108.10					300
110.80	145	30	246	360	40
Total	5716	1738	6504	9948	1309
Required	3517	1906	5725	10025	1296
Bal	+ 199	- 168	+ 581	- 77	+ 13

Note.
Quantitie used in shoulders taken from final repor
33PX - built during year 192

ROCK	#1				# 2				# 3				#4			
	B-7 (Typenl)				Shoulders (Type B)				Leveling Course (Type C)				B-1 (Type D)			
	Net	+10%	Dist.	C.Y.	Net	+10%	Dist.	C.Y.	Net	+10%	Dist.	C.Y.	Net	+10%	Dist.	C.Y.
[illegible]-1½" (D)	590	650	12.41	8067	42	46	4.14	190	500	650	2.72	1768				
[illegible]-½" (C)	250	275	12.41	3415	170	190	4.14	786	250	275	2.72	748	382	290	1.99	776
[illegible]-¾" (B)	120	135	12.41	1675									106	116	1.99	231
[illegible]-1/8" (A)	175	195	12.41	2420	80	90	4.14	372	115	125	2.72	340	176	193	1.99	384
[illegible]/8"-sizes (E)	82	90	12.41	11.17									82	90	1.99	179

Rock for Type A = #1
" " " B = #1 + #2
" " " C = #1 + #3
" " " D = #4

Above table covers Rock requirements for Dillon-Riggs job plus rock for B-1 and B-7 from sta. 1450 to sta. 1520/50 and rock for future B-7 when line is changed between sta. 1665 and sta. 1695.

	B	C	D	E
[illegible]	1675	3415	8067	1117
[illegible]		786	190	
[illegible]		748	1768	
[illegible]	231	776		179
	1906	5725	10025	1296

ROCK IN STOCK PILES

MP	A	B	C	D	E
98.42	495	90	1150	1687	515
100.45	448	18	370	1040	180
105.90	340	400	878	1511	0
105.85	860	460	1260	1790	164
107.55	1436	680	2300	3560	510
108.10					500
[illegible]10.20	146	98	246	560	40
Total	3716	1736	6304	9948	1509
Required	3517	1906	5725	10025	1296
Bal	+ 199	- 168	+ 581	- 77	+ 13

Note.
Quantitie used in shoulders taken from final report 33PX - built during year 1929.

Outline of Specifications for

Bituminous Macadam Wearing Surface

Dillon-Biggs Section of the

Columbia River Highway.

(1). Time and Place of Receiving Bids.

(2). Description of Work:

The work for which bids are to be received and the work to be done under the contract, if awarded, consists of the construction of 11.07 miles of bituminous macadam of the multiple lift type on the Dillon-Biggs Section of the Columbia River Highway.

The west end of the project is at station 1520+50, which station is approximately 8000 feet west of the railroad overcrossing at Dillon. The east end of the project is located at the east end of the Spanish Hollow Bridge, about one half mile east of the town of Biggs.

(3). Date of Completion:

The work to be done under the contract shall be completed not later than ~~70 days after the date of the award.~~ July 31-32

(4). Kinds and types of Construction:

There are to be four types of bituminous macadam construction. These will hereafter be referred to as Type A, B, C and D. A description of each is as follows:

Type"A" shall consist of the construction of a bituminous macadam in accordance with the B-7 specification.

Type"B" shall consist of the construction of a bituminous macadam with thickened edges and a top laid in accordance with B-7 Specification.

Type "C" shall consist of the construction of a bituminous macadam, the base of which shall be constructed of layers of rock and asphalt laid in such a manner that they will true up the present sub-grade to the proper crown and cross section. After the base has been constructed, as hereinafter specified, a standard B-7 shall be constructed thereon.

Type "D" shall consist of the construction of a bituminous macadam in accordance with the B-1 Specification.

Outline of Specification for Type A

B-7 Specifications.

After the subgrade is trued up in accordance with the method hereinafter specified, an oil mat approximately 2 3/4 inches thick shall be constructed in the following manner:

(1). Sweep roadbed.
(2). Apply tack coat of oil at rate of 0.15.
(3). Spread "D" rock at rate of 0.50 C. Y. per Sq. Yd.
(4). Apply asphalt at rate of 0.70 gals. per sq. yd.
(5). Spread "C" rock at rate of 0.021 C. Y. per sq. yd.
(6). Apply asphalt at rate of 0.30 gals. per sq. yd.
(7). Spread "B" rock at rate of 0.010 C. Y. per sq. yd.
(8). Spread "A" rock at rate of 0.005 C. Y. per sq. yd.
(9). Apply asphalt at rate of 0.30 gals. per sq. yd.
(10). Spread "A" rock at rate of 0.004 C. Y. per sq. yd.
(11). Spread "B" rock at rate of 0.003 C. Y. per sq. yd.
(12). After the above work has been completed the entire road shall turned over to the traffic for a period of at least one week.
(13). Sweep road.
(14). Apply oil emulsion at rate of 0.20 gals. per sq. yd.
(15). Apply "A" rock at rate of 0.004 C. Y. per sq. yd.
(16). Apply "B" rock at rate of 0.003 C. Y. per sq. yd.

After each application of rock is spread, it shall be bladed, hand spotted, broomed and rolled. These operations shall continue until the surface of each course shall be free of irregularities, true to crown and grade and when tested with a 10 foot straight edge show no variations greater than ½ inch.

Outline of Procedure for Construction of Type B.

On such sections as are designated or as may be ordered by the engineer to be so constructed, the constructor shall construct the bituminous macadam designated as Type B, which shall be built in the following manner:

(1). Broom roadway.
(2). Apply tack coat of asphalt on shoulders of road at rate of 0.15 gals per sq. yd. Width of spread to be 4 to 5 feet.
(3). Spread C or D rock to depth required by engineer, width to be the same as oil spread.
(4). Spread asphalt in an amount that will equal 15 gals. for each cubic yard of C or D rock on the road. The width of this spread to be 2 feet wider than the previous rock spread.
(5). If necessary to cut down the amount of crown, C rock shall then be spread at the rate of 0.021 C. Y. per sq. yd. the width of this spread to be the same as the previous oil spread. This addition of C rock shall continue until the roadway is brought to the proper cross section. Each spread of rock to be two feet wider than the previous spread.

(6). On each spread of "C" rock there shall be spread asphalt at the rate of 0.30 gals. per sq. yd.

(7). After the last spread of C rock has been made and the last application of oil has been made the oil shall be covered with a rock spread at the rate of 0.008 cu. yds. per sq. yd.

Each course of rock shall be bladed, hand spotted, rolled and broomed until it is true to crown and grade.

After the shoulders have thus been built up, a bituminous macadam shall be constructed in the same manner as that outlined for type "A".

Outline of Procedure for Construction of Type "B".

This type of construction will be used in those places where the center line of the present road does not coincide with the center line of the old oiled macadam, except that it will not be used where the road was re-oiled in 1951.

An outline of the method to be used is as follows:

(1). Unoiled areas to be bladed and rolled until compacted.

(2). Within the area to be covered a tack coat of 0.15 gals. of oil shall be spread to a width of 20 feet.

(3). Spread "D" grade rock at rate of 0.05 a yard, per square yard. This shall be shaped up so that it will in as far as can be done with that amount of rock, take out the irregularities.

(4). Apply oil at rate of 0.60 gals.

(5). If more rock is needed to take out irregularities, "C" rock shall be spread at the rate of 0.121 cu. yds. per square yard.

(6). Apply bepmit at rate of 0.30 gals. per square yard.

(7). Application of "C" rock and asphalt at the above rates shall continue until the top course is true to crown and grade.

(8). After last leveling course is trued up and the oil applied, a course of "A" rock shall be spread at the rate of 0.61 cubic yards

(9). On top of these leveling courses a bituminous macadam shall be built in the same manner as is specified for Type "A" construction.

OUTLINE OF PROCEDURE FOR CONSTRUCTION TYPE "D".

Type "D" construction shall be used on those parts of the road here-in-after specified.

An outline of the specifications for this type is as follows:

(1). Broom Road.

(2). Apply tank cost asphalt at rate of 0.20 ydo. per square yard.

(3). Apply "C" rock at rate of 0.050 c. y. per square yard.

(4). Apply Asphalt at rate of 0.045 gal. per square yard.

(5). Apply "B" rock at rate of 0.009 c. y. per square yard.

(6). Apply "A" rock at rate of 0.005 c. y. per square yard.

(7). Apply asphalt at rate of 0.30 gals. per square yard.

(8). Apply "A" rock at rate of 0.006 c. y. per square yard.

(9). Apply "B" rock at rate of 0.005 c. y. per square yard.

(10). Allow road to stand for at least seven days.

(11). Broom Road.

(12). Apply Emulsion at rate of 0.20 gals. per square yard.

(13). Apply "A" rock at rate of 0.006 C. Y. per square yard.

(14). Apply "B" rock at rate of 0.004 c. y. per square yard.

Each course of rock shall be bladed, broomed, rolled and hand spotted until the course being laid is free from all irregularities, and is true to crown and grade.

...tion of Various Types of Construction

...021—1M—11-27

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

The approximate location of the various types of construction shall be as follows:

Station to Station		Type A	Type B	Type C	Type D			
		Lin. Ft.	Lin.Ft.	Lin.Ft.	Lin.Ft.			
1520+30	1528+00	781.3						
1528+00	1535+50		750.0					
1535+50	1559+00	2350.0						
1559+00	1568+00		900.0					
1568+00	1582+00			1400				
1582+00	1595+80		1295.6					
1595+80	1627+84.4	3204.4						
1627+84.4	1657+83.2			2945.9				
1657+83.2	1665+00	766.8						
1665+00	1695+07.9				3007.9			
1695+07.9	1709+90	1390.5						
1709+00	1750+37		4135.2					
1750+37	1754+00			363.0				
1754+00	1767+80	1379.4						
1767+80	1775+00		720.0					
1775+00	1782+00			700.0				
1782+00	1792+00		1000.0					
1792+00	1811+00			1888.3				
1811+00	1831+00		2000.0					
1831+00	1845+00			1400.0				
1845+00	1848+45		345.0			Station 1848+45 = West End of Deschutes Bridge		

021—1M—11-27

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

Station	to Station	Type A	Type B	Type C	Type D		
517+50	458+20	59237				Sta. 517+50= East End Deschutes Bridge	
458+20	435+40		2280				
435+40	413+00			2240.0			
413+00	401+50	1150.0					
401+50	392+00		950.5				
392+00	383+00			900.0			
383+00	364+50	1850.0					
364+50	354+00			1050.0			
354+00	338+00		1600.0				
338+00	323+00			1500.0			
323+00	264+40		5860.0				
264+40	260+40				400		
Total Lin. Ft.		18796.1	21836.1	14387.2	3407.9		
Miles		3.56	4.14	2.72	0.65	Total	11.07

The engineer reserves the right to alter to a reasonable degree the limits of these sections.

The vario us amounts of rock needed per mile for the various types of surfacing are as follows:

Type "A"	C.Y. Per Mile	Miles	Total Rock
A Rock	590	3.56	2100
B "	250	"	890
C "	120	"	427
D "	175	"	623
E "	82	"	292

Type "B"	C. Y. Per Mile	Miles	Total Rock
A Rock	255	4.14	1056
B "	120	"	497
C "	420	"	1739
D "	632	"	2616
E "	82	"	339

Type "C"	C. Y. Per Mile	Miles	Total
A Rock	290	2.72	789
B "	120	"	326
C "	500	"	1360
D "	1080	"	2938
E "	82	"	223

Type "D"	C. Y. Per Mile	Miles	Total Rock
A. Rock	176	0.65	114
B "	106	"	69
C "	352	"	229
E "	82	"	53

Aggregates to be Furnished by State:

The mineral aggregates required in connection with the work to be done under this contract are to be furnished by the State in stock piles located at various points along the road. For the purpose of these specifications, the various sizes of rock will be designated as follows:

A Rock 1/2"- 1/8".

B Rock 3/4" - 1/2".

C Rock 1 1/2" - 3/4"

D Rock 2- 1 1/2

E Rock 1/8 - Minus.

Location of Stock Piles:

The mineral aggregates that will be furnished by the State for use in this project are located within a short distance of the road. The location of the piles and the approximate amounts of each grade of rock that will be available for use are as follows:

Mile Post	A Rock	B Rock	C Rock	D Rock	E Rock
98.22		90	259	1014	515
100.45	416	18	370	1040	180
103.98	229	523	720	941	0
105.85	860	460	1360	1790	164
107.55	1436	600	2300	3560	310
108.10	0	0	0	0	300
110.80	145	90	246	360	40
	3086	1661	5255	8705	1309

The above amounts, listed as being available for use of the contractor, do not represent the total amounts in the piles at M. P. 982, 100.45, 103.9 and 110.8, as a part of the materials in these piles is reserved for other work outside of that covered by this contract.

No charge will be made to the contractor for such of the State's materials as are used in the work, but it is understood that the expense of loading the materials into the hauling trucks will be borne by the contractor.

In taking the aggregates from the stock piles, the contractor shall avoid the use of any means or methods that will tend to scatter the materials or cause them to become mixed with dirt and other foreign matter. He shall endeavor to salvage from each pile as nearly all of the materials the pile contains as is practicable. Or, in the cases of piles where the entire contents

are not required, to take the materials the full depth of the pile as far as needed, and to leave the remainder undisturbed and in good condition for future use. The picking up of dirt with the materials must be carefully avoided as aggregate containing dirt or other foreign matter cannot be used in the work.

The contractor will be charged for any materials that he may waste or that be may use without the authority of the specifications or of the engineer.

Spreading of Aggregates:

The trucks used in the spreading of aggregates shall be equipped with some suitable form of spreader box or other spreading device that will give a uniform spread over a width of nine feet.

When spreading aggregate over freshly spread oil, the trucks shall be run backward so that the oil will be covered with aggregate before the truck wheels come upon it.

Rolling:

The rolling referred to in the foregoing specifications shall be done with three-wheeled power rollers, weighing not less than ten tons each. In general, the rollers shall begin at the edges of the roadway, overlapping the shoulder one-half the width of the rear wheel, and shall progress toward the center, parallel with the centerline of the roadway, overlapping each preceding track and covering the entire surface as many times as is necessary to produce the desired result.

Addition of Screenings to Prevent Bleeding:

If, after the wearing surface is subjected to traffic, any excess of asphalt flushes to the surface and causes the surface to become sticky, this condition shall be corrected by brooming over the surfacing any excess of screenings that may have collected at the edge of the surfacing, and, if so ordered by the engineer, by the adding of new screenings or other new aggregates.

Sprinkling:

Such sprinkling work as may be considered by the engineer to be necessary in connection with the preparing of the base macadams, will either be performed by state forces or be paid for as extra work.

Pneumatic Tired Trucks Required:

All trucks engaged in the hauling of aggregates must be equipped with pneumatic tires on all wheels.

Truck Loads to be Leveled:

Truck Loads to be Leveled:

To facilitate and make more accurate the measurement of aggregates and other materials that are to be measured in trucks, the contractor shall, by striking off or by some other satisfactory means, bring the top of each load to a level surface with all corners completely filled.

Surface Evenness:

The surface of the finished work shall be free from bumps, hollows, roughness and irregularities of all kinds, and shall not vary more than one quarter of one inch from a true surface when tested with a straight edge or template ten feet in length.

Correction of Defects:

If, during the construction of the surfacing, or within two weeks of the completion thereof, any ravelling of the surfacing occurs or defects of any kind appears, which ravelling or defects are due to lack of uniformity in the application of rock, oil or asphalt, or to other faulty workmanship, such defects shall be corrected to the satisfaction of the engineer.

No Work During Damp Weather:

All of the work to be done under this contract must be done during dry weather, with dry materials, and while the base and all other parts of the work that are being worked upon are dry and in otherwise satisfactory condition. Work during wet weather or under other conditions not conductive to best results will not be permitted.

Protection of Structures:

The contractor shall provide whatever protective coverings may be necessary to protect exposed portions of bridges, culverts, guard fences, road signs and other structures from splashing oil, and he shall remove from such structures any oil, asphalt, dirt or other undesirable matter that may come upon them by reason of his operations.

Provisions for Traffic:

The contractor will be required to perform the work which he is to do under this contract while the sections of road involved are in use by traffic. Neither the closing of the road nor the detouring of traffic from the road will be permitted.

To make such an arrangement practicable and to avoid vehicles which use the road coming in contact with freshly applied oil and asphalt, the various operations involved in the performance of the work shall be performed only on one-half of the roadway at one time, the other one-half of the roadway being kept clear and otherwise in condition for use by traffic without any splashing of oil or asphalt. Also, the work shall be so conducted that all portions of roadway that are limited to half-width use at any one time will be confined within a unit of highway not more than six thousand (6,000) feet in length.

On the unit of highway, not exceeding 6,000 feet in lenght, within which are located the portions of roadway that are limited to half-width use, traffic may be limited to movement in only one direction at a time, the traffic being flagged through, first in one direction and then in the other direction, at intervals of time not exceeding fifteen minutes in length.

The State will furnish two flagmen to control traffic at the ends of the unit within which the roadway is being limited to half-width use, and will furnish a pilot car and driver to lead the traffic through the unit. These flagmen and the pilot car and its driver will be furnished by the State only during the regular working hours. After working hours, the flagging and piloting shall be done by the contractor, provided, however, that flagging and piloting will not be required after regular working hours if the contractor will each day leave the work in such condition that it can be travelled over without damage to the work and without danger to traffic, and will provide an adequate system of signs, lights, barricades, ect. The engineer shall be the judge as to whether or not these conditions are satisfactorily complied with and as to whether or not flagging and piloting can be dispensed with after working hours.

The responsibility for the protection of both the work and the traffic will rest solely with the contractor, and he shall be solely liable for all damage and injury that is in any way chargeable to the construction operations or to any circumstances, condition, action or negligence in connection therewith.

The contractor shall furnish whatever warning signs, direction signs, lights, barricades and other facilities may be necessary for the proper protection of the work and for the proper guidance and safeguarding of the traffic.

Preparation of Base Where The Base is an Oiled Macadam.

Where the base or surfacing on which the bituminous macadam wearing surface is to be constructed is an oiled macadam or has previously received some form of bituminous treatment, the preparing of the subgrade shall consist of the placing of such patches and the making of such repairs as may be necessary to bring the base to a smooth and easy riding surface. All holes and shallow depressions shall be patched by the penetration method using properly graded stone and approximately four per cent, by weight, of bituminous cement. The larger patches shall be compacted by rolling with a heavy power roller. The small patches shall be compacted by hand tamping.

After the patching and repair work is completed, and immediately prior to the commencement of the placing of the bituminous macadam, the surface of the base shall be made clean and free of all dust, dirt and other foreign matter, by sweeping.

Preparation of Base Where the Base is an Untreated Macadam.

Where the base or surfacing on which the bituminous macadam wearing surfaceis to be constructed is an untreated macadam, the existing macadam shall be shaped to uniform grade and smooth surface and to the crown shown on the plans. The shaping shall be accomplished by the use of a blade grader weighing not less than 6,000 pounds.

If, during the performance of this shaping work, it appears that a satisfactory result cannot be obtained without softening the macadam with water, the engineer will arrange to have the macadam lightly sprinkled. The sprinkling work shall be performed only during warm, dry weather, however, as there must be no moisture in the surfacing at the time the prime coat of oil hereinafter described is applied. The sprinkling work will be done by state forces, or will be paid for as extra work.

Should there be any holes or other malformations from true cross-section and grade that are not removed by the blading operations above described, they shall be patched with a mixture of bituminous cement and rock, the bituminous cement being applied by the penetration method and the amount used being about four per cent (by weight) of the amount of rock. All small patches shall be compacted by hand tamping. Large patches shall be compacted by rolling with a heavy roller.

After the base macadam has been shaped and patched, as above specified, all loose rock on the top of the surfacing shall be bladed into a windrow along one edge of the roadway. The surface shall then be swept and made free of dirt and dust, the direction of the sweeping being toward the side of the roadway opposite to that on which the loose rock has been windrowed.

The windrowed materials shall then be bladed across the surfacing and windrowed on the other edge of the roadway. Following this, the surface shall again be swept, the direction of the sweeping being away from the windrow of loose rock.

The sweeping shall continue until all dirt, dust and loose material have been removed, leaving the surface with a mosaic appearance, all stone being locked and keyed and well bound. Hand push brooms shall be used to remove any dirt and dust that has been missed by the power brooms.

Organization and Equipment:

Each crew or each outfit engaged in the work to be done under this contract shall be [illegible] under the continuous supervision of a competent superintendent thoroughly experienced in the class of work involved.

All graders, drags, rollers, oil distributors, and oil trucks shall be manned by experienced operators.

The equipment to be used in the bituminous macadam wearing surface work, in the oil mat surface treatment work, and in the non-skid wearing surface work shall include the following:

One Steam Boiler (Minimum 80 H. P.).

One Oil Heater capable of heating road oil or asphalt to a temperature of at least 400 degrees.

One oil distributor, equipped with 10-foot spray bar, pressure pump, pressure gauge, thermometer and tachometer. The distributor tank to be thoroughly insulated to retain heat and equipped with steam coil. The spray bar shall be so constructed that a width of road, in two foot intervals, can be covered with oil.

Two motor patrol graders with ten-foot blades and scarifier attachments.

One ten-ton three-wheeled road roller for each 15 cubic yards of aggregate placed per hour.

Such insulated oil tender supply tanks as are necessary to supply the oil at a rate to complete the contract by the specified date.

The list of equipment given above indicate simply the minimum requirements and if additional equipment is needed for a satisfactory fulfillment of the conditions of the specifications, or to insure completion of the work within the specified time limit, such additional equipment shall be furnished. The engineer shall be the judge as to the suitability and adequacy of the equipment.

All wheeled equipment used on the work, with the exception of road rollers, shall be equipped with rubber tired wheels. Truck type tractors shall be equipped with rubber treads.

Graders having blades that are not held rigidly in position, or that "chatter", will not be allowed on the work.

All equipment shall be kept in first class condition and repair at all times.

Measurement & Payment.

Preparation of Base:

The quantity to be paid for at the price bid per mile for "Preparation of Base" shall be the number of miles, measured to the nearest one-tenth of a mile of base actually prepared.

Placing Mineral Aggregate in Leveling Courses:

The quantity to be paid for at the price bid for "Placing Mineral Aggregate in Leveling Courses" shall be the number of cubic yards of new broken stone, screenings and sand used in the construction of the shoulders in Type "B", the leveling course in Type "C" and for whatever rock screenings or sand is used in the patching performed in connection with the preparation of the base.

Measurement of the broken stone, screenings and sand will be measured in the trucks in which the materials are hauled, measurement to be made at point of loading.

Placing Mineral Aggregate Above Leveling Courses:

The quantity to be paid for at the price bid for "Placing Mineral Aggregate Above Leveling Courses" shall be the number of cubic yards of crushed stone, screenings or sand used in the construction of Type "A", all in construction of Type "B" excepting that used in building up the shoulders, all in Type "C" excepting the leveling course used to true up the base and all used in Type "D".

Hauling Mineral Aggregate:

The quantity to be paid for at the price bid for "Hauling Mineral Aggregate" shall be the number of yard miles of hauling work necessarily performed in the transporting of the mineral aggregates (new broken stone, screenings and sand) from the State's stock piles or other designated sources to the place of their deposit on the road.

The amount of hauling "necessarily performed" shall be understood to be the amount of hauling required to make the theoretically most economical distribution of the materials from the points at which they are available at the time the work is done, to the points at which they are required in the work. The expense of any unnecessary hauling that may be done, whether through failure to determine and use the most economical distribution or as a matter of the contractor's own choice, shall be borne by the contractor.

Haul distances shall be measured in half-mile units, fractional half-miles being allowed for as full half-miles. Haul volumes shall be determined by measurement of the materials in the trucks at the point of loading.

Asphalt in Place:

The quantity to be paid for at the price bid per ton for "Asphalt in Place" shall be the number of tons of asphalt of the kind specified actually incorporated in the work in accordance with the specifications. The number of tons shall be computed from volume measurements of the asphalt in the railway cars, or it shall be determined by such other method as, in the opinion of the engineer, is most practicable under the conditions obtaining. Correction shall be made for any asphalt included in the car measurements that does not actually become incorporated in the wearing surface, whether the same be wasted, lost, sold, burned, rejected, or otherwise disposed of.

In the computation of tonnages from volume measurements, the specific gravity of the asphalt will be used as the basis for the computation, and proper corrections will be made for temperature differences.

Emulsion in Place:

The quantity to be paid for at the price bid per ton for "Emulsion in Place" shall be the number of tons of asphalt of the kind specified actually incorporated in the work in accordance with the specifications. The number of tons shall be computed from volume measurements of the emulsion in the railway cars, or it shall be determined by such other method as, in the opinion of the engineer, is most practicable under the conditions obtaining. Correction shall be made for any emulsion included in the car measurements that does not actually become incorporated in the wearing surface, whether the same be wasted, lost, sold, burned, rejected or otherwise disposed of.

In the computation of tonnages from volume measurements, the specific gravity of the emulsion will be used as the basis for the computation, and proper corrections will be made for temperature differences.

CONSTRUCTION OF SHOULDERS

Description of Work:

After the bituminous macadam has been completed, the shoulders of the road shall be brought up to the level of the bituminous macadam by the addition of pit run gravel.

Location of Gravel Pits:

Pits from which this gravel shall be taken are located at the following points.

Approximately ½ mile North of M. P. 97.5
Approximately 50 feet North of M. P. 103.8
Approximately ½ mile South of M. P. 110.8

The right to take gravel from these pits will be acquired by the State without cost to the contractor.

Method of Construction:

The materials used for the shoulders shall be pit run gravel taken from the nearest of the above mentioned gravel pits. After being deposited on the shoulders the gravel shall be smoothed up and rolled. Any stones too large to be fully incorporated in the shoulder course shall be raked out and deposited as directed by the engineer.

Watering:

If so directed by the engineer, the shoulders shall be sprinkled with water. This sprinkling will be paid for as "Extra Work", or performed by the State. The engineer shall be the judge as to who does this work.

Leveling of Loads:

All loads of gravel shall be leveled off at the point of loading.

Measurement and Payment:

Payment for the stripping, loading, placing, blading and rolling will be made at the price bid per cubic yard for "Gravel Shoulders Materials".
Payment for the hauling of the gravel from the points of excavation to the points of deposit, will be made at price bid for Hauling Gravel Shoulder Material. Haul to be measured in half mile units. The materials shall be taken from the pit nearest the point of deposit, unless the engineer shall give written instructions to the contractor to take the material from one of the other gravel pits.

BID QUANTITIES

	Net	Extra Allowance		
Preparation of Base	11.10	0	11.10	Miles
Placing Mineral Aggregate in Leveling Courses	3507	393	4200	Cu. Yds.
Placing Mineral Aggregate above Leveling Courses	12873	1227	14,100	Cu. Yds.
Hauling Mineral Aggregate	23840	2360	26,200	Yd. Miles
Asphalt in Place	875	75	950	Tons
Emulsion in Place	126	14	140	Tons
Pit run Gravel Shoulders	5756	544	6300	Cu. Yds.
Hauling Pit run gravel Shoulders	11724	1176	12900	Yd. Miles

Gravel shoulders figured at rate of 520 C.Y. per mile.

Computation for Oil

All Asphalt to be "B" grade. 130-150 penetration.

Emulsion to be 60% asphalt.

Type A or B-7 Specification

Asphalt	Emulsion
0.15	0.20 per Sq. Yd. = 2747 gals per mile=11.55 Tons per mile
0.70	242 gals per ton.
0.30	
0.30	
1.45 per Sq. Yd. = 17,013 gals per mile = 63.01 Tons per mile	
270 tons per gal. @ 400°.	

Asphalt for shoulders or Leveling Course on Type "B".

4400 gals per mile: This quantity figured from report on shoulder construction built in 1929.

= 16.30 Tons per Mile.

Asphalt in Leveling Course on Type "C".

0.15
0.60
0.30
1.05 gals. per sq. yd. = 12320 gals per Mile = 45.63 Tons per Mile
270 gals. per Ton @ 400°.

Asphalt in Type "D" or B-1 Specification.

Asphalt	Emulsion
0.20	0.20 gals per sq. yd.=2747 per Mile=11.35 Tons per Mile
0.45	242
0.30	
0.95 gals per sq. yd. = 11,146 gals. per Mile = 41,28 Tons per Mile	
270 gals. per Ton.	

Asphalt and Emulsion

Type "A"		Asphalt Tons	Emulsion Tons
Asphalt	63.01 Tons x 3.56 Miles	224.32	
Emulsion	11.35 " x 3.56 "		40.40
Type "B"			
Asphalt	79.31 Tons x 4.14 Miles	328.34	
Emulsion	11.35 Tons x 4.14 Miles		46.99
Type "C"			
Asphalt	108.64 Tons x 2.72 Miles	295.50	
Emulsion	11.35 Tons x 2.72 Miles		30.87
Type "D"			
Asphalt	41.20 Tons x 0.65 Miles	26.83	
Emulsion	11.35 Tons x 0.65 Miles		7.38
		874.99	125.64

pff 37

March 7, 1932

Mr. J. B. Pfouts,
Attorney at Law,
820 Board of Trade Bldg.,
Portland, Oregon.

Dear Sir:

Reply is made to your letter of the 2nd instant concerning the contract awarded to C. B. Johnson for the regrading of The Dalles-Biggs Section of the Columbia River Highway.

Due to the fact that there are a number of claims filed against this contract, and also due to the fact that the contract is further involved by the death of Mr. Dempsey, the subcontractor, the State Highway Commission will withhold the payment of further monies to Mr. Johnson until these matters are adjusted to our satisfaction. As to how the funds in the possession of the Commission will be disbursed in the payment of claims is something that we can not state at this time, but it is not likely that the Commission will make any disbursements to creditors direct unless directed to do so by the court. However, as stated, I am not in a position to advise you at this time.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

J. B. PFOUTS
ATTORNEY AT LAW
820 BOARD OF TRADE BUILDING
PORTLAND, OREGON

March 2, 1932

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

In regard to contract #1255 with C. R. Johnson, wish to state that I received your letter of February 24, regarding the final payment to Johnson on this matter.

I am attempting to have Mr. Johnson assign this money to us to be used in paying the creditors, but do not know whether he will do it or not. In any event, we would dislike the Commission to pay the money to Mr. Johnson, for we are doubtful as to whether or not he will apply it toward liquidating his creditors on this contract, and if there is any way that you could withold payment, I would appreciate your doing so, for eventually I believe that Mr. Johnson will consent to assigning this money for the benefit of his creditors on this contract. As I understand the State's contract with Mr. Johnson, they have a right to withold the funds and apply it toward the satisfaction of his debts incurred on the contract.

Will you advise me?

Very truly yours

JBP AL

#12

PP 37

March 7, 1932

Hal E. Hoss,
Secretary of State,
Capitol Building,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 5th instant in which you inclose three copies of the notice of claim which has been filed in your office by Day, Hampson & Nelson, Attorneys, which claim is that of the Standard Oil Company of California and is for materials furnished in the sum of $470.14 to C. E. Johnson in connection with his contract for the regrading of the The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

Department of State

March 7, 1932

Mr. James L. Conley,
Attorney and Counselor at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

In accordance with your letter of February 26, 1932 we are handing to you herewith a copy of the notice of claim which has been filed with the Secretary of State against C. R. Johnson. The claim is that of the Standard Oil Company of California for materials furnished in the sum of $470.14 to Mr. Johnson in connection with his contract for the regrading of the The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Very truly yours
STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Building
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 7 1932
OREGON
STATE HIGHWAY COMMISSION

March 5, 1932

Oregon State Highway Comm'ssion
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Dey, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by Standard Oil Company of California for materials furnished in the sum of $470.14 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

COPY

TO: STATE OF OREGON and
TO: HAL E. HOSS, Secretary of State,
Salem, Oregon.

NOTICE is hereby given that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, a corporation, has a claim for goods, ware and merchandise, consisting of petroleum products, in the sum of four hundred seventy and 14/100 dollars ($470.14) against the bond taken from C. R. JOHNSON, principal, and FEDERAL SURETY CO. OF IOWA, Fred A. Schlink Co., agents, Portland, Oregon, for the work of widening and re-grading thirteen miles of The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

Dated, Portland, Oregon, March 4, 1932.

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. MUNCY
District Sales Manager.

Endorsed: File No. 2021
Filed March 5, 1932
HAL E. HOSS,
Secretary of State.

FRANK G. DICK

RECEIVED

March 7, 1932

Mr. Frank G. Dick,
Attorney at Law,
The Dalles, Oregon.

Dear Sir:

Reply is made to your letter of the 1st instant concerning the contract awarded to C. A. Johnson for the regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

There is no information I can give you concerning this matter except to inform you that on account of the number of claims filed against this project, also on account of the fact that the contract is further involved by the death of I. A. Dempsey, a subcontractor, no further payments will be made to Mr. Johnson until these matters are adjusted to our satisfaction.

In so far as I am able to ascertain, neither Mr. Comley nor Mr. Pfouts appeared at the office of the State Highway Commission on March 5th. If there are any details that you would like to have concerning this matter will be pleased to advise you upon request.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

FRANK G. DICK
ATTORNEY-AT-LAW
THE DALLES, OREGON

March 1st, 1932

RECEIVED
MAR 2 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: C. R. Johnson Contract, The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

I am in receipt of your letter of February 29th, 1932, explaining that you have about $4,000.00, and that the contract was completed September 5th and other matters. I thank you for the data.

I talked to Mr. James L. Conley, Attorney, Saturday, and he told me that a trip was planned by him, to Salem, with Mr. Pfouts, attorney for the Dempsey Estate, March 5th, at which time they hope to settle up all of the disputed matters, and get the money and pay certain claims I have on file with the Secretary of State, amounting to nearly $1,000.00. I should like to know, if there is a likelihood, that this money will be paid on the 5th, and if not, to have a statement as to the actual facts. I am writing this letter at the request of clients.

Most respectfully yours,

FGD:C

Frank G Dick

PR37

March 5, 1934

Federal Surety Company of Iowa,
% Jas. L. Conley, Attorney,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice that was filed with the Secretary of State by Pure Iron Culvert & Mfg. Co., against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties. The claim is in the sum of $1,652.19 and is for materials furnished in connection with the above described project.

This notice is furnished you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.
Portland

March 5, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the second instant, enclosing copies of notice of claim filed by Pure Iron Culvert & Mfg. Co., against S. E. Johnson, contractor, in the sum of $1,835.12, for materials furnished in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Gasco and Sherman Counties.

We are today forwarding copies of said notice to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

...Hoss
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 2, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Pure Iron Culvert & Mfg. Co. for materials furnished in the sum of $1633.19 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Dalles-Biggs Section of the Columbia River Highway, State Highway contract No. 1255. A duplicate statement of account and invoice was inclosed, and we are filing the original and forwarding the copy to you for your information.

We are inclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

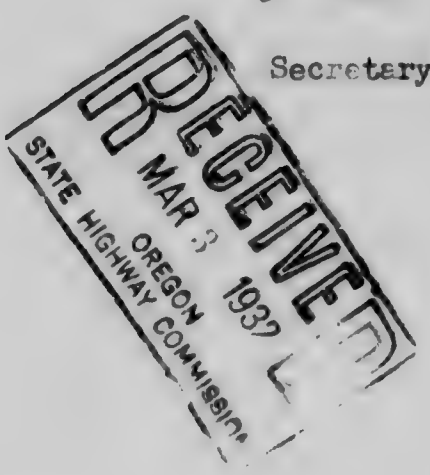
Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal White

HM

Secretary of State.



COPY

PURE IRON CULVERT & MFG. CO.
765-769 Gladstone Ave.
Portland, Oregon
Telephone Sellwood 2275
March 1, 1932

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned Pure Iron Culvert and Manufacturing Company of Portland, Oregon has a claim against C. R. Johnson, Contractor, and the Federal Surety Company of Iowa, as surety, on State of Oregon Highway contract No. 1255, called The Dalles - Biggs Section in the sum of $1685.19.

Please consider this our formal claim against bonding company for above amount for the furnishing of galvanized corrugated culvert pipe used in connection with above mentioned contract.

Yours very truly,

PURE IRON CULVERT & MFG. CO.

E. W. GIBSON
Manager

EWGibson: EK
Encl: Statement of Account
Copies of Invoice
Copy of Credit Memorandum

Endorsed: File No. 2020
Filed March 2, 1932
HAL E. HOSS,
Secretary of State.

#1255

FOR 37

March 8, 1932

Mr. Jas. L. Conley, Attorney,
Federal Surety Company of Iowa,
Failing Building,
Portland, Oregon.

Dear Sir:

We hand you herewith certified copy of notice of claim that was filed with the Secretary of State by Spiegrave Brothers against C. R. Johnson, who was awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties. Said claim is in the sum of $1,962.70, and is for labor and materials furnished.

We also enclose certified copy of notice of claim filed by Ted Brown, in the amount of $486.00 for labor, against the same project.

This information is given you as the Federal Surety Company of Iowa appears as surety on Mr. Johnson's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ Secretary

cc C R Johnson
Exchange Bldg.
Portland

March 2, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 29th ultimo, enclosing certified copies of notice of claim that was filed with you by Ted Brown against C. R. Johnson for labor performed in connection with Mr. Johnson's contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1256.

Copies of the notice are being forwarded to the contractor and the surety's attorney.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

March 2, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 29th ultimo, enclosing certified copies of notice of claim that was filed by Updegrave Brothers against O. R. Johnson for labor and materials furnished in connection with Mr. Johnson's contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1258.

Copies of the notice are being forwarded to the contractor and the surety's attorney.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

...HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 2 1932
STATE HIGHWAY COMMISSION

February 29, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Ted Brown for labor performed in the sum of $466.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Columbia River Highway in Wasco County.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

HM Secretary of State.

...Hoss
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 1 1932
OREGON
STATE HIGHWAY COMMISSION

February 29, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Barry & Morrison, Attorneys, Portland, Oregon, and filed as of February 25, 1932, a notice of claim by Updegrave Brothers for labor and materials furnished in the sum of $1962.70 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Dalles-Biggs section of the Columbia River Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

HM

Secretary of State.

TO THE Hal E. Hoss, Secretary of State of the State of Oregon:

NOTICE IS HEREBY GIVEN That the undersigned, Ted Brown, has a claim for labor, consisting of hauling by truck in the sum of Four Hundred and Sixty Six dollars ($466.00/100) Dollars, against the bond taken from C. R. Johnson of 414 Exchange Building, Portland, Oregon, principal, and Federal Surety Company of Iowa, Surety, upon such bond for the work of repairing the Columbia River Highway between Dalles City, Wasco County, Oregon, and the Deschutes River bridge on said Highway in Wasco County, Oregon.

TED BROWN

285 Oregon St.

Portland Ore

Endorsed: File No. 3016
Filed February 29, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

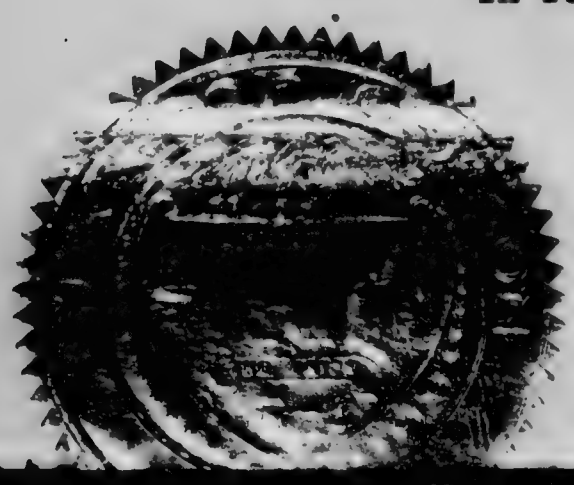
OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Ted Brown for labor performed in the sum of $466.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Columbia River Highway in Wasco County, with the original notice filed in the office of the Secretary of State on February 29, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of February, A. D. 1932.



Hal E Hoss

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Ted Brown for labor performed in the sum of $466.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Columbia River Highway in Wasco County, with the original notice filed in the office of the Secretary of State on February 29, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

Secretary of State,

State of Oregon:

Notice hereby is given, that the undersigned, Irving Updegrave and William Updegrave, co-partners, doing business under the assumed name of Updegrave Brothers, have a claim for labor and material in the sum of One Thousand Nine-Hundred Sixty-two and 70/00 ($1962.70) Dollars, for hauling dirt, gravel and material against C. E. Johnson and Federal Surety Company of Iowa, for the work of widening and regrading of the Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, thirteen (13) miles in length.

UPDEGRAVE BROTHERS

By WM. UPDEGRAVE

Endorsed: File No. 2013
Filed February 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Updegrave Brothers for labor and materials furnished in the sum of $1962.70 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Dalles-Biggs section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 25, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Updegrave Brothers for labor and materials furnished in the sum of $1962.70 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Dalles-Biggs section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 25, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

CONTRACT #1255,

PR 37 The Dalles-Biggs Sec., Regr. 1932

1255 Folder # 2

60 60 PR37

February 29, 1932

Mr. Frank G. Dick,
Attorney at Law,
The Dalles, Oregon.

Dear Sir:

Reply is made to your letter of the 25th inst., regarding the contract awarded to C. E. Johnson for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Our records show that this project was completed by the contractor on September 5, 1931, which date is also considered as the date of acceptance on the part of the State Highway Commission.

We have not as yet made final payment to Mr. Johnson for this work. The final voucher has been prepared, however, and has been submitted to Mr. Johnson for acceptance. The final payment will be in the sum of slightly less than $4,000.

Regarding the bond furnished by Mr. Johnson, wish to say that this was written by the Federal Surety Company of Iowa. This company is now in the receiver's hands, and communications directed to the company should be mailed to Mr. James L. Conley, Attorney and Counsellor at Law, Failing Building, Portland, Oregon.

I am not advised as to whether or not the bonding company is solvent sufficiently to take care of the outstanding claims against this project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1265

FRANK G. DICK
ATTORNEY-AT-LAW
THE DALLES, OREGON
Feb. 26th, 1932

RECEIVED
FEB 26 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen:

I wish you would please tell me the exact date of the completion of the work by Mr. C. R. Johnson, Contract, and his sub-contractor, of The Dalles-Biggs Section of the Columbia River Highway, in Wasco and Sherman Counties. I think this contract was let last summer, and the work was completed sometime last fall. I should also like to know, if all the money has been paid to Mr. Johnson, and as to whether his bond is found to be solvent sufficiently, to take care of the Oregon claims. I have been previously notified, that this bonding company is in the hands of receivers.

Thanking you kindly for your prompt attention to this matter, I remain,

Most respectfully yours,

FGD:FC

Final is $3,875.36 mailed out for sig on Feb. 24.
Completed Sept. 5, 1931

Form 30—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ....., 193..

Job name .....

Week from ..... to .....

Highway .....

Mail address .....

County ..... Job prefix .....

Telegraph or telephone address .....

Express and freight address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

RECEIVED
MAR

(See back of this sheet for instructions and detailed information)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1255

pp 37

February 24, 1932

Federal Surety Company of Iowa,
Fred A. Schlick Company, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

Please be advised that the voucher for the final payment on the C. R. Johnson contract No. 1255 which was known as The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, is being mailed to him to day for acceptance. The amount of this final voucher is $5,875.56.

Due to the fact that there are numerous outstanding claims against this contract and also due to the fact that I. A. Dempsey, subcontractor on the work died the final payment will not be released until we are satisfied that the claims have been settled.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

February 24, 1932

Mr. J. B. Stouts,
Board of Trade Bldg.,
Portland, Oregon.

Dear Sir:

Please be advised that the final voucher on the C. R. Johnson contract No. 1255 - The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, is being mailed to him for acceptance this date. The amount of this final voucher is $5,875.56.

This voucher will probably be placed in line for payment on or about March 5th, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict/ by J. McFarland.

#1255

PR 37

February 25, 1932

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Ore.

Gentlemen:

We hand you herewith copies of the following notices of claim that were filed with the Secretary of State on February 19, against the bond furnished by C. R. Johnson in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties:

The Dalles Iron Works, $185.50, for repairing truck, etc. for I. A. Dempsey, subcontractor.

Parlor Grocery, $242.75, for groceries furnished to I. A. Dempsey, subcontractor.

Schlesser Brothers, $419.64, for merchandise furnished to I. A. Dempsey, subcontractor under C. R. Johnson.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson,
Exchange Bldg.
Portland

February 25, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 19th instant, enclosing certified copies of notice of claim filed by The Dalles Iron Works against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, said claim being in the amount of $185.30.

Copies of the notice of claim are today being sent to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

...retary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 20 1932
OREGON
STATE HIGHWAY COMMISSION

February 13, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by The Dalles Iron Works for materials furnished in the sum of $185.39 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

United States of America

To the Secretary of State of the State of Oregon

Salem, Oregon

Dear Sirs

Notice is hereby given, that the undersigned, J. B. Kirk and Loyal Kirk, partners, doing business under the firm name of The Dalles Iron Works, have a claim for repairing tools and for repairing a truck and a truck bed, both of which were used upon said contract, and also for the purchase price of materials, and especially certain gasses, in the sum of $185.39, besides interest thereon against the bond taken from C. R. Johnson, contractor, and his surety, Federal Surety Company of Iowa, also against the Estate of I. A. Dempsey, Deceased, who was prior to his death, a sub-contractor under said C. R. Johnson and against Fidelity & Casualty Company, the surety for said I. A. Dempsey, while he was a sub-contractor under said C. R. Johnson. That said sum was furnished to and at the request of I. A. Dempsey, said I. A. Dempsey being a sub-contractor under said C. R. Johnson, the original contractor. For the work of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon.

Done this 18th day of February, 1932.

The Dalles Iron Works

By W. L. KIRK, MGR.

Endorsed: File No. 2009
Filed February 19, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

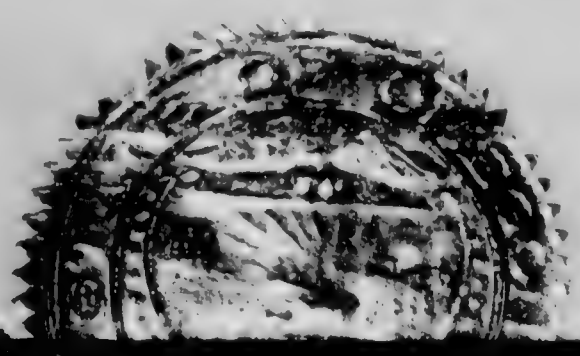
OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by The Dalles Iron Works for labor and materials furnished in the sum of $185.39 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of February, A. D. 1932.



STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by The Dalles Iron Works for labor and materials furnished in the sum of $185.39 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

February 25, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 19th instant, enclosing certified copies of notice of claim filed by Schlesser Brothers against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, said claim being in the amount of $419.84.

Copies of the notice of claim are being forwarded to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Endorsed: File No. 2010
Filed February 19, 1932
HAL E. HOSS,
Secretary of State.

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 2[illegible] 1932
STATE LIBRARY COMMISSION

February 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Schlesser Brothers for materials furnished in the sum of $419.84 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of theColumbia River Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

Endorsed: File No. 2010
Filed February 19, 1932
HAL E. HOSS,
Secretary of State.

United States of America

To The Secretary of State of the State of Oregon

Salem, Oregon

Dear Sirs

Notice is hereby given, that the undersigned, Schlesser Brothers, has a claim for materials, for merchandise, meats and supplies, in the sum of $19.84, besides interest thereon against the bond taken from C. R. Johnson, contractor, and his surety, Federal Surety Company of Iowa, also against the Estate of I. A. Dempsey, Deceased, who was prior to his death, a sub-contractor under said C. R. Johnson and against Fidelity & Casualty Company, the surety, for said I. A. Dempsey, while he was a sub-contractor under said C. R. Johnson. That said sum was furnished to and at the request of I. A. Dempsey and Ethel Booher, said I. A. Dempsey being a sub-contractor under said C. R. Johnson, the original contra ctor. For the work of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon.

Done this 18th day of February, 1932.

Schlesser Brothers

By A. S. HILIN

Endorsed: File No. 2010
Filed February 19, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Schlesser Brothers for materials furnished in the sum of $419.84 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Schlesser Brothers for materials furnished in the sum of $419.84 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

February 23, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 19th instant, enclosing certified copies of notice of claim filed by Parlor Grocery against the bond furnished by C. R. Johnson in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, said claim being in the amount of $242.73.

Copies of the notice of claim are being sent to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 23 1932
OREGON
STATE HIGHWAY COMMISSION

February 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Frank G. Dick, Attorney at Law, The Dalles, Oregon, and filed as of this date, a notice of claim by Parlor Grocery for materials furnished in the sum of $242.73 together with interest thereon against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

United States of America

STATE OF OREGON

To The Secretary of State of the State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given, that the undersigned, Parlor Grocery, has a claim for materials, for merchandise, foods, groceries and supplies, in the sum of $242.73, besides interest thereon against the bond taken from C. R. Johnson, contractor, and his surety, Federal Surety Company of Iowa, also against the Estate of I. A. Dempsey, Deceased, who was prior to his death, a sub-contractor under said C. R. Johnson and against Fidelity & Casualty Company, the surety for said I. A. Dempsey, while he was a sub-contractor under said C. R. Johnson. That said sum was furnished to and at the request of I. A. Dempsey and Ethel Booher, said I. A. Dempsey being a sub-contractor under said C. R. Johnson, the original contractor. For the work of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon.

Done this 18th day of February, 1932.

Parlor Grocery

By JOHN H. BROER
President.

Endorsed: File No. 2008
Filed February 19, 1932
HAL E. HOSS,
Secretary of State.

RECEIVED
FEB 1932
OREGON

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Parlor Grocery for materials furnished in the sum of $242.73 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Parlor Grocery for materials furnished in the sum of $242.73 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

PR #37

OREGON STATE HIGHWAY COMMISSION

February 23, 1932.

Mr. K. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of February 12th, in regard to the C. E. Johnson contract for the grading of The Dalles-Biggs Section, and to advise that we are conforming with your recommendation relative to the allowance for certain extra hauling work performed for the purpose of securing the desired distribution of embankment materials.

The correction of some errors in the original computation of this haul reduces the amount of the extra allowances to something in the neighborhood of $250.00.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:ER

...10 1000 12-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. P. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 12, 1932

RECEIVED
FEB 15 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. S. H. Probert.

Mr. C. R. Johnson who had the contract for the grading of The Dalles-Biggs Section of the Columbia River Highway, has objected to the change in the over haul and truck haul items of his final estimate as made by your office.

His contention is that in most instances our engineer instructed him to haul it as he did, and in other places it was not possible to make the shortest haul without great inconvenience to the traveling public.

I talked the matter over with Peck and he says that Johnson's claims are just and that in trying to get the sand on the inside of the fills, where it would not blow away, and the rock on the outside it was necessary to make the hauls as he figured them in the first place.

I reported to Mr. Wanzer these details, and he was of the opinion that in this instance, Mr. Johnson should be paid haul figured in the the material actualy had to be hauled, rather than on the basis of the shortest possible haul. Personally I would also reccomend the same thing.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By: K. D. Lytle,
Division Office Engr.

KDL:E

OREGON STATE HIGHWAY COMMISSION

February 8, 1932.

Mr. C. R. Johnson,
414 Exchange Bldg.,
Portland, Oregon.

Dear Sir:

With reference to your inquiry to Mr. Klein, regarding the final estimate for your contract, covering the grading of the Dillon-Riggs Section, we are enclosing herewith two letters relative to your claims, written to this office by C. H. Wanzer, Division Engineer. We are, likewise, enclosing a copy of the bill for the culvert pipe discussed in one of Mr. Wanzer's letters. These papers, we believe, explain the basis on which payment for your claims are to be made, and if you will return the copies of the final voucher, which were previously submitted to you, the voucher will be rewritten with payment included for the culvert pipe in the amount of $276.20.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. W. Nash,
Assistant Office Engr.

JWN:EH

cc Carl Smith,
O f f i c e.

encl.

...SIONERS
C. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

January 30, 1932

RECEIVED
FEB 1 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir: Attention S. H. Probert

Referring to your letter of January 20th relative to C. R. Johnson's claim of about $200.00 for coal and other items.

We have taken this matter up with Mr. Peck and he advises that he didn't get any coal from Johnson and can't recall what other items Johnson referrs to, but knows of nothing unpaid.

A further check on the coad item discloses that Mr. Johnson's foreman had some dealings with Mr. Hodge in regard to disposing of some coal. Hodge advised that he would use about ½ ton but when it developed that Johnson had about ½ car load to disrose of that was out of the question. It seems that the coad was then sold to "Stiles on the Deschutes" and Mr. Hodge got about 3800 lbs. of ~~kmx~~ it from Stiles. Mr. Hodge got the coal from where it was piled at Miller station and paid "Stiles on the Deschutes" for same, about$19.95 I believe.

Yours very truly,

C. W. Wanzer
Division Engineer

By J. A. Hardie

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

January 30, 1932.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention - F. Probert

Dear Sir:

As requested in your letter of January 20, we are attaching hereto Extra Work Order and bill for the amount of $278.27, to cover the corrugated culvert pipe left over after the completion of C. R. Johnson's contract at The Dalles.(No.percentage allowance added.)

In regard to your inquiry about the shortage in the amounts of 12 inch and 18 inch pipe shown on our bill and that shown on Mr. Johnson's bill, we have been advised by Resident Engineer, J. E. Peck,that in the final check up of the pipe installed, it was discovered that the pipe at station 34+50 had not been extended, therefore 12 feet of the 30 feet of 12 inch pipe was placed there and paid for in the estimate. A thorough check of the 18" pipe by Mr. Peck shows that there was only 112 feet left by Johnson, instead of 116. The balance of the quantities are the same.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By: J. A. Hardie
J. A. Hardie.

JAH:E

Form 39—1948—2M—10-51

PR 37

OREG STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Feb 28, 195 2

Week from 15 to 20

Job name Biggs-Parkdale

Mail address The Dalles

Highway Columbia River

Telegraph or telephone address " "

County Sherman Job prefix 18EPF

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday 15th Crew in Office
on Miscellaneous notes on Mt Hood
Loop Biggs-Parkdale & Fossil-Kinzua
Tuesday 16th. Crew in Office
on Miscellaneous notes on Mt Hood
Loop Biggs-Parkdale & Station.
Wednesday 17th Crew on
Excess Tickets plotting from Page
Book & Key Stations on 14DE
Thursday 18th Crew of
Excess Sheets plotting Sta. on R/Way
Maps & getting Coordinates
Curve Data & Deflection Angles
Friday 19th Crew on
Excess sheets Making corrections &
Checking Curve Data & Stations
Also Tabulating Coordinates
and Bearings.
Saturday 20th Crew in Office
on Miscellaneous notes 25UE Biggs
Parkdale & Mitchell Creek Sheet Headed
Data Sheets

(See back of this sheet for instructions and detailed information)

Signed J. E. Beck

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

RECEIVED
FEB 24 1932
OREGON
STATE HIGHWAY COMMISSION

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

4255

PR 37

February 17, 1932

Mr. J. O. Turner
Attorney at Law
Heppner, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 16th instant advising us of the claim of a client of yours against C. R. Johnson and I. A. Dempsey.

The contract awarded to C. R. Johnson by the State Highway Commission was for the widening and regrading of the The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman counties, being State Highway Contract #1255.

Mr. Johnson was required to furnish the state with a surety bond for the protection of claims. This bond was written by the Federal Surety Company of Iowa, for whom Fred A. Schlick is local agent with offices in the Corbett Building, Portland, Oregon. It is our understanding that the Federal Surety Company of Iowa has gone into receiver's hands but they have paid some of the claims.

The State Highway Commission has not made final settlement with C. R. Johnson and will not do so until the matter of claims and complications evolved by the death of Mr. Dempsey, subcontractor, have been satisfactorily disposed of. Our records disclose that there is still due Mr. Johnson in connection with this work the sum of $3,872.25.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

February 17, 1932

Federal Surety Company of Iowa
Fred A. Schlick, Agent
Corbett Building
Portland, Oregon.

Gentlemen:

We have today received information from J. O. Turner, Moppner, Oregon, that one of his clients has a claim against C. R. Johnson and I. A. Dempsey in connection with the contract awarded to Mr. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties. We were not advised of the amount of the claim.

This information is given you since you appear as surety on the bond furnished by Mr. Johnson.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

cc C. R. Johnson
414 Exchange Bldg.
Portland, Oregon

J. O. TURNER
ATTORNEY-AT-LAW
Phone 173
HEPPNER, OREGON

RECEIVED
FEB 17 1932
OREGON
STATE HIGHWAY COMMISSION

February, 16, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen :

I have a client who is very eager to have her wages, contracted for under state Highway work under claim of C.R. Johnson and I. A. Dempsey. Has the Dempsey and Johnson claim for repair work on the Columbia river Highway East of The Dalles, last summer, been paid. If so what was the amount and to whom was it paid ?

Thanking you for this favor, I am,

Very truly yours,

J. O. Turner

PR #37

February 16, 1932.

Mr. K. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

This is to advise that the Bureau of Public Roads has approved the grading of the approaches to the Dillon Overcrossing, this approval having been given February 15th.

In case work has already been started on this project, it will be necessary to prepare and submit an accurate estimate of the quantities of work performed to and including February 15th, as the Bureau of Public Roads will not cooperate in the cost of any work performed before its approval of the project is made.

In the assignment of state-owned equipment to the various emergency projects, it should be borne in mind that the Bureau of Public Roads allows no cooperation on rentals of state-owned equipment, but that it does allow cooperation on hired equipment. In view of this situation, hired equipment should, in so far as is practicable, be assigned to federal aid work, and state-owned equipment should be assigned to work in which the Federal Government is not interested.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 15, 1932

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
FEB 16 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

We are today recommending for approval the plans, specifications and estimate covering the modification for Oregon Federal Aid Project No. 37 so as to provide for the construction of the Dillon Overhead crossing approaches by state forces.

We have requested that the preparation of the modified project agreement be deferred -- pending receipt of plans and estimate for the widening of the overcrossing structure, as this work should all be covered under one modification in order to cut down the paper work, which is in line with requests from our Washington office.

Very truly yours,

W. H. LYNCH
District Engineer

#1255

PR 37

February 17, 1932

Federal Surety Company of Iowa
Fred A. Sehlick, Agent
Corbett Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in this office by Ted Brown against C. R. Johnson in connection with Mr. Johnson's contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway, State Highway Contract No. 1255.

This information is given you since you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Bldg.
Portland, Oregon.

February 17, 1932

Mr. Ted Brown
285 Oregon Street
Portland, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your notice of claim against C. R. Johnson, the same being in the sum of $466.00 representing truck hauling done for Mr. Johnson in connection with his contract with the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman counties, State Highway Contract #1255.

It is suggested that you file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a copy of which we inclose.

In conformance with our usual practice we are today calling this matter to the attention of the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN That the undersigned, Ted Brown, has a claim for labor, consisting of hauling by truck in the sum of Four Hundred and Sixty Six ($466.00) Dollard, against the bond taken from C. R. Johnson of 414 Exchange Building, Portland, Oregon, principal, and Federal Surety Company of Iowa, Surety, upon such bond for the work of repairing the Columbia River Highway between Dalles City, Wasco County, Oregon, and the Deschutes River bridge on said Highway in Wasco County, Oregon.

Ted Brown

285 Oregon St
Portland Ore

PR 37

February 9, 1932

Federal Safety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed in the office of the Secretary of State by F. E. Gallagher against I. A. Dempsey, a subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The amount of the claim is $117.00, and is for truck hire and labor.

This information is sent you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
C. R. Johnson
Exchange Building,
Portland, Ore.

February 9, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of February 8, enclosing certified copies of notice of claim that was filed by P. H. Gallagher against I. A. Dempsey, subcontractor under G. H. Johnson, to whom the State Highway Comtractor awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Copies of the notice are being today forwarded to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

...y of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 9 1932
OREGON
STATE HIGHWAY COMMISSION

February 8, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Senn & Recken, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by F. R. Gallagher for labor performed in the sum of $117.96 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Dalles-Biggs section of the Columbia River Highway.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

TO THE SECRETARY OF STATE:

STATE OF OREGON, Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned F. R. GALLAGHER has a claim for labor, consisting of truck hire and labor in the sum of One Hundred Seventeen and 96/100 ($117.96) Dollars, besides interest thereon, against the bond taken from C. R. Johnson, contractor, and his surety, the Federal Surety Company of Iowa. The said sum was furnished to I. A. Dempsey a sub-contractor under C. R. Johnson as an original contractor for the work on The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon. That said word was done between August 14, 1931 and September 15, 1931.

Dated this 6th day of February, 1932.

F. R. GALLAGHER
CLAIMANT

Endorsed: File No. 2000
Filed February 8, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by F. R. Gallagher for labor performed in the sum of $117.96 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of February, A. D. 19 32.

Hal E Hoss

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by F. R. Gallagher for labor performed in the sum of $117.96 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of February, A. D. 19 32.

Hal E Hoss

Secretary of State

#1255

p[37

February 9, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 8, enclosing copy of notice of claim that was filed with you by Carl Sigmar against I. A. Dempsey, subcontractor under C. H. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Copies of the notice are being sent to the original contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 9, 1932

Federal Surety Company,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed with the Secretary of State by Carl Signer against I. A. Dempsey, subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The claim is in the sum of $173.16 and is for truck hire and labor.

This information is sent you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Exchange Bldg.,
Portland, Ore.

B. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 9 1932
OREGON
STATE HIGHWAY COMMISSION

February 8, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Carl Signer for labor performed in the sum of $173.16 together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs section of the Columbia River Highway.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State..

HM

TO THE SECRETARY OF STATE:

STATE OF OREGON, Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned CARL SIGNER has a claim for labor, consisting of truck hire and labor, in the sum of One Hundred Seventy-three and 16/100 ($173.16) Dollars, besides interest thereon, against the bond taken from C. R. Johnson, contractor, and his surety, the Federal Surety Company of Iowa. The said sum was furnished to I. A. Dempsey a sub-contractor under C. R. Johnson as an original contractor for the work on The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon. That said work was done between August 14, 1931 and September 15, 1931.

Dated this 6th day of February, 1932.

CARL SIGNER
CLAIMANT

Endorsed: File No. 2001
Filed February 8, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Carl Signer for labor performed in the sum of $173.16, together with interest thereon, against the bond taken from C. H. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of February, A. D. 19 32.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Carl Signer for labor performed in the sum of $173.16, together with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on February 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of February, A. D. 19 32.

Hal E. Hoss

Secretary of State

OREGON STATE HIGHWAY COMMISSION

C. W. WANZER, DIVISION ENGINEER

PR 37

February 4, 1932.

Mr. J. E. Peck,
Resident Highway Engineer,
The Dalles, Oregon.

Dear Sir:

In accordance with the telephone request from your office last evening, we are sending to you, by express, the following records in connection with the Dillon Unit of the Seufert-Deschutes Section of the Columbia River Highway. The records being sent comprise the following:

100-foot detail map, The Dalles-Biggs Section
1 profile, Dillon Section
1 mass diagram, Dillon Section
1 pad of computation sheets, Celilo Canal-Dillon Section
1 print of federal aid plans, Dillon Unit

We have no record of receiving any field notes on the above sections.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

L. E. Parsons,
Asst. Office Engineer.

LEP:EK

cc C. W. Wanzer

...PORTLAND
..., SALEM
...HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

January 21, 1932.

RECEIVED
JAN 22 1932
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: S. H. Probert.

Dear Sir:

Under separate cover we are sending you by express the following records pertaining to the re-grading of the Cillon Overhead Crossing Section of the Columbia River Highway:

1 100 foot scale map
1 profile
1 mass diagram
1 pad of computation sheets
1 roll of platted sections.

You will please note that a class B road-bed section has been used in computing all the quantities. All fills have been figured one half foot wider than the standard to allow for wind erosion. The profile grade shown is the sub grade and the gravel topping will be placed above this grade. The cut east of station 1497 will be daylighted.

On an accompanying sheet I am giving you an outline of the special provisions for this job.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

kdl/c

Outline of Special Provisions

Dillon OverHead Crossing Section of

Columbia River Highway.

Description of Work:

The west end of the project is at Station 1450, which station is about 1 mile west of the Dillon Overhead Crossing.

The east end of the project is at station 1508, which station is approximately 800 feet east of the above mentioned overhead crossing.

Clearing and Grubbing:

Lump sum bid for clearing to cover performance of all clearing for roadbed, borrow pits, etc.

Classification:

All excavation west of the overhead crossing will be classified on the three classification basis as described on page 22 of the standard specification form.

All excavation east of the overhead crossing will be classified on the single classification basis as described on page 22 of the standard specification form.

Basis of Payment for Excavated Quantities:

All excavation will be measured in original position.

Order in Which Work will be Performed.

The contractor shall first excavate all of the materials to be taken from east of the overhead crossing and place them in the fill on the west side of the bridge. This material shall all be placed, in as far as practicable, on the outside or river side of the fill, care being taken to get as many of the large rocks in this cut on the slope in order to prevent wind erosion. A sufficiently wide fill to accomodate the traveling publis shall be built between stations 1483 and 1496 before any of the borrow materials are taken from the present roadway.

Gravel Topping:

The entire grade shall be covered with one foot of gravel topping. The pit from which this gravel shall be taken is located about ½ mile north of mile point 97.5. The bridge across the canal was redecked by us last year for Johnson but it will be necessary for the contractor to place some braces under the bridge when he is hauling across it. The State will acquire the right to take this gravel from the pit designated.

Balance of specifications covering this gravel topping should be the same as those set forth for this item in Contract #1255.

Salvaging Surfacing Materials:

Same as Contract #1255.

Earth Filler:

Same as Contract #1255.

Miscellaneous Provisions:

Same as contract #1255 except paragraph headed: Schedule of Performance, which should be omitted.

Provisions for Traffic:

Same as Contract #1255.

Protection of Railways and Telephone, Telegraph and Power Lines:

Attention of the contractor should be called to these particular provisions relative to the protection of railroad lines and telephone, telegraph and power lines. While it does not seem to me that there is any great danger to the above mentioned lines, it might be well to protect ourselves with an additional bond as was done in Contract #1255.

Construction of road to Forking.

Retaining Wall

Common Excavation. { Sand Borrow; Borrow from Old Road; Common Excavation; Gravel from Waste Banks

Solid Rock Excavation { Broken Rock from Waste Banks; Other Solid Rock Excavation

Call attention to Bridge Contract

Estimate of Cost of

Grading

Dillon Overhead Crossing Section

Columbia River Highway.

Clearing & Grubbing	All Required			$50.00
Single Classification Exc.	50,300	C.Y.	@ $0.50	25,150.00
Common Excavation	29,610	C.Y.	@ 0.25	7,402.50
Intermediate Excavation	16,725	C. Y.	@ 0.35	5,853.75
Overhaul	113,715	Sta.Yds.	@ 0.03	3,411.45
Truck Haul	19,660	Yd.Mi.	@ 0.16	3,145.60
18" culvert pipe	190	Lin.Ft.	@ 1.75	332.50
24" culvert pipe	86	Lin.Ft.	@ 2.75	236.50
Gravel Topping	8,490.	C.Y.	@ 0.40	3,396.00
Gravel Haul	22,080	Yd.Mi.	@ 0.15	3,312.00
Filler	760	C.Y.	@ 0.30	228.00
Filler Haul	760	Yd.Mi.	@ 0.16	121.60
Salvaged Surfacing Materials	1,600	C.Y.	@ 0.50	800.00
" " Haul	800	Yd.Mi.	@ 0.16	128.00
Cement Rubble Masonry	130	C.Y.	@ 10.00	1,300.00
				$54,867.90
			Engineering & Contingencies	5,486.79
				$60,354.69

PR 87

February 3, 1932.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of an estimate as basis for modified agreement for the Seufert-Deschutes River Section, Project No. 37. Six copies of an analysis of cost, covering pipe culverts, and five sets of special provisions are likewise enclosed. Five sets of blueprint plans and one set of original cross-sections, covering the grading of the Dillon Unit of this project were sent to you, under separate cover, yesterday.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. V. Nash,
Assistant Office Engr.

JVN:ER

encl.

Oregon State Highway Department — Emergency Project No. 37 (Reapp.)

SEUFERT-DESCHUTES RIVER SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as basis for modified agreements)

Salem, Oregon, Feb. 2, 1932.

Completed Work as Shown by Final Estimate

Final Cost of Roadway (excluding bridges over 20' span)	$337,[illegible]
Engineering and contingencies	[illegible]
Total.....	$369,[illegible]
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing.....	$ [illegible]
Engineering and Contingencies.....	[illegible]
Total.....	$104,[illegible]
Total Cost on Completed Work.....	$466,[illegible]
Federal Aid Paid on Roadway.....	$157,[illegible]
" " " " Bridges.....	[illegible]
Total Federal Aid Paid	$193,[illegible]

Length of Roadway (excluding bridges)	12.391	Miles
" " Seufert Viaduct	0.042	"
" " Big Eddy Overcrossing	0.040	"
" " Dillon Overcrossing	0.032	"
Total Length.....	12.505	Miles

Cost per mile, Roadway.....$29,248.39
Fed. Aid Paid per Mile, Roadway.....$12,677.21

NEW WORK - ROADWAY

Bituminous Macadam Wearing Surface

6,090	cu. yds.	Grade "D" Rock in Stock Pile	$ 1.40	low bid $8,[illegible]
5,400	" "	" "C" " " " "	1.40	" " 7,560.00
2,250	" "	" "B" " " " "	1.60	" " 3,600.00
2,250	" "	" "A" " " " "	1.60	" " 3,[illegible]
490	" "	Sand or Fine Screenings	0.00	" " 0.00
235,200	gals.	No. 3 Oil	0.075	est. 17,[illegible]
15,250	cu. yds.	Constr. of Wearing Surface (Type "A")	3.40	[illegible]

4,150 cu. yds.	Cemnt. of Bearing Surface (Type "B")		3.75		$ 15,562.50
			Sub-total		$96,984.59
			10% Engr. & Cont.		9,698.46
			Total.....		$106,683.05

Excavating, Dillon-Deschutes Power Unit (Contract Prices)

All Required	Clearing and Grubbing	Lump Sum			$ 50.00
35,800 cu. yds.	Excav. Part of No. P, 100.4	$ 0.72	"	"	25,776.00
21,700 "	Common Excavation	0.28	"	"	6,076.00
6,200 "	Intermediate Excavation	0.45	"	"	2,790.00
17,000 "	Solid Rock Excavation	1.05	"	"	17,850.00
310 "	Tunnel Excavation	7.00	"	"	2,170.00
34,600 yd. sta.	Overhaul	0.05	"	"	1,730.00
47,700 yd. mi.	Truck Haul	0.16	"	"	7,632.00
12,400 cu. yds.	Gravel Top ing	0.28	"	"	3,472.00
28,500 yd. mi.	Hauling Gravel Topping	0.14	"	"	3,990.00
3,200 cu. yds.	Salv. Surf. Materials	0.50	"	"	1,600.00
2,200 "	Earth Filler	0.30	"	"	660.00
1,600 yd. mi.	Filler Haul	0.16	"	"	256.00
130 lin. ft.	12" Corr. Galv. Iron Pipe	1.10	"	"	143.00
160 " "	18" " " " "	1.75	"	"	280.00
110 " "	24" " " " "	3.25	"	"	357.50
					$ 73,448.42
			10% Engr. & Cont.		7,344.84
			Total.....		$ 80,793.26

Excavating, Dillon Unit (Sta. 1441+82.1 to Sta. 1490+40.0)

All Required	Clearing and Grubbing			est.	$ 40.00
18,000 cu. yds.	Common Excavation	$0.25		"	4,500.00
17,000 "	Intermediate Excavation	0.40		"	6,800.00
19,000 yd. sta.	Overhaul	0.03		"	570.00
7,100 yd. mi.	Truck Haul	0.15		"	1,065.00
140 lin. ft.	18" Corr. Galv. Iron Pipe	1.55		"	217.00
90 "	24" " " " "	2.00		"	180.00
5,900 cus yds.	Gravel Top ing	0.40		"	2,360.00
16,000 yd. mi.	Haul Gravel, Truck Haul.	0.15		"	2,400.00
600 cu. yds.	Filler	0.30		"	180.00
600 yd. mi.	Filler Haul	0.15		"	90.00
,200 cu. yds.	Salvaged Surfacing Matls.	0.60		"	720.00
130 "	Rubble Masonry	10.00		"	1,300.00
					$ 20,302.00
			10% Engr. & Cont.		2,030.20
			Total.....		$ 22,332.20

North Approaches to Dillon Overcrossing (Sta. 1490+40 to Sta. 1508+00)

Regrading

All Required	Clearing and Grubbing		...ate	10.00
13,000 cu. yds.	Common Excavation	$ 0.25	"	3,2[illegible]
50,000 " "	Excavation (East of Sta. 1497)	0.60	"	30,000.00
99,700 yd. sta.	Overhaul	0.03	"	2,991.00
12,900 yd. mi.	Truck Haul	0.15	"	1,[illegible]
60 lin. ft.	18" Corr. Galv. Iron Pipe	1.55	"	93.00
2,600 cu. yds.	Gravel Topping	.40	"	1,[illegible]
6,800 yd. mi.	Hauling Gravel (Truck Haul)	.15	"	1,020.00
200 cu. yds.	Pilings	.30	"	[illegible]
200 yd. mi.	Piling Haul	.15	"	30.00
400 cu. yds.	Salvaged Surfacing Materials	.60	"	[illegible]

Sub-total	$40,669.00
10% Engr. & Cont.	[illegible]
Total.....	$44,669.00

Bituminous Plantmix Wearing Surface

200 cu. yds.	Grade "B" Rock in Stock Pile	$ 1.40	low bid	$ 280.00
150 " "	" "B" " " " " "	1.40	" "	210.00
60 " "	" "C" " " " " "	1.60	" "	96.00
70 " "	" "A" " " " " "	1.60	" "	112.00
10 " "	Sand or Fine Screenings	--		--
4,800 gals.	No. 3 Oil	.075	est.	360.00
900 cu. yds.	Constr. Wear. Surface (Type "A")	3.40	"	[illegible]

	$ 2,750.00
10% Engr. & Cont.	[illegible]
Total.....	$ 3,025.00
	$ 43,367.00
10% Engr. & Cont.	[illegible]
Total.....	$ 47,703.70

Revised Length of Project

Sta. 1187+83.0 to Sta. 1449+82.1 and Sta. 1663+00 to Sta. 1695+00 (No Regrading Work)	5.5246
Sta. 1449+82.1 to Sta. 1508+00 (Regrad.--Dillon Unit)	1.1094
Sta. 1508+00 to Sta. 1663+00 and Sta. 1695+00 to Sta. 1884+43.5 (Regrade Dillon-Deschutes River)	[illegible]
Total revised length of project (gross)	12.4812

Length of Bridges

Seufert Viaduct	225 ft.	.0426 miles	
Big Hole Overcrossing	209 ft.	.0396 miles	
Dillon Overcrossing	175.5 ft.	.3408 miles	(Revised)
Roadway Approaches	1625.3 ft.		
Total, Bridges	2234.8 ft.	.4232 miles	

Total Revised length of Roadway 12.0580 miles

Cost per mile, bituminous macadam, - 12.058 miles $ 8,807.68

" " " regrading, - 6.956 miles 14,825.39

Adjusted F. A. per mile, 137,083.30 ÷ 12.058 = $13,087.39

Deficiency, $\frac{20,000 - 13,087.39}{20,000} = .345635$

Federal Aid per mile allowable on new work, -

20,669.00 x .345635 = $ 6,508.66

REMARK

Item	Total Cost	Federal Aid	Fed. Aid per Mile	Emerg. Adv. Funds	State Funds
New Work					
Roadway, Sta. 1167+83.9 to 1449+82.1 and Sta. 1665+09 to Sta. 1695+09 (Net length 5.4422 miles)					
Bit. Mac.	$48,149.77	$29,963.60 (62.23%)	$ 5,505.79	$ --	$ 18,186.17
Roadway, Sta. 1449+82.1 to Sta. 1508+00 (Dillon Unit, net length .7686 miles)					
Bit. Mac.	$ 6,800.18	$ 1,167.71 (17.171%)	$ 1,319.28	$ --	$ 5,632.47
Regrading	22,332.20	3,834.84 (17.171%)	4,989.38	--	18,497.36
	$29,132.38	$ 5,002.55 (17.171%)	$6,508.66	$ --	$ 24,129.83
Roadway, Sta. 1508+00 to Sta. 1665+09 and Sta. 1695+09 to Sta. 1848+43.9 (Dillon-Deschutes River Unit, - net length 5.8472 miles)					
Bit. Mac.	$51,733.60	$32,193.44 (62.23%)	$5,505.79	$ --	$ 19,539.56
Regrading	80,793.26	5,864.00 (7.258+%)	1,002.87	71,184.92	3,744.34
	$132,526.26	$38,057.44	$6,508.66	$ 71,184.92	$23,283.90
	$209,808.41	$73,023.59	$ --	$ 71,184.92	$65,599.90

Item	Total Cost	Federal Aid	Fed. Aid per Mile	Reserve Adv. Funds	State Funds
Dillon Grade Crossing Approaches					
Bit. Mac.	$3,033.80	$ 1,887.93	$ --	$ --	$ 1,145.87
Regrading	44,669.90	27,798.08	--	--	16,871.82
	$47,703.70	$29,686.01	$ --	$ --	$18,017.69
Totals (new work)	$257,512.11	$102,709.60	$ --	$71,184.92	$83,617.39
Old Work					
Roadway	$362,416.78	$157,083.30	$ 13,027.30	$ --	$205,333.48
3 Bridges	104,542.25	38,410.90	--	--	66,131.35
Totals (all work)					
Roadway	$572,225.19	$230,106.89	$ --	$71,184.92	$270,933.38
Bridges	132,245.95	68,096.91	--	--	64,149.04
Totals (all work)	$724,471.14	$298,203.80	$ --	$71,184.92	$355,082.42

Federal Aid per Mile

Sta. 1187+83.0 to 1449+82.1 and Sta. 1665+00 to 1695+00.

New work - Bituminous Macadam	$ 5,505.99
Old Work	13,027.30
Total.....	$ 18,533.29

Sta. 1449+82.1 to 1665+00 and Sta. 1695+00 to 1868+43

New work, Regrad. and Bit. Macadam	$ 6,508.66
Old work	13,027.30
Total.....	$ 19,085.96

State funds for construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

State funds for maintenance: Chapter 41, Laws 1927.

MILLION UNIT OF ZOE

[illegible]-[illegible] RIVER DIVISION

Project No. 57

Analysis of Cost per Linear Foot for Corrugated Galvanized Culvert Pipe.

	18" Pipe	24" Pipe
Cost F. O. B. Portland	$ 0.97	$ 1.27
Freight to Zillon Station	0.12	0.16
Cartage	0.20	0.25
Installation	0.26	0.32
	$ 1.54	$ 1.98
(Use)	$ 1.55	$ 2.00

SPECIAL PROVISIONS

BILLON UNIT OF THE

SNAKE-DESCHUTES RIVER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

Project No. 37

Description of Work

The work to be done consists of the grading of the Billon Unit on the Columbia River Highway in Wasco County. The west end of the project is at Station 1449/82.1. The east end of the project is at Station 1508/00.

Specifications

Standard Specifications to Apply

All work shall be performed in accordance with the standard specifications for state highway construction of the State of Oregon, supplemented by the following special provisions:

Rock Topping

The constructed grade is to be topped with a course of pit-run gravel as indicated by the typical cross-section plan, the materials being obtained from a gravel deposit located one-fourth mile north of mile point 97.5. The gravel topping shall extend over the entire width of new grade and shall have a thickness of twelve inches. The material shall be spread onto the roadbed in such manner as to result in a smooth and uniform surface, during the spreading of which all stones of more than two inches in diameter that appear in the topping course shall be raked out and disposed of in a manner satisfactory to the engineer.

When so ordered by the engineer, earth filler material shall be mixed with the run-of-bank gravel in the manner described on page 29 of the standard specification form. The material used shall be furnished and placed as specified on page 31 of the standard specification form, except that the use of clay as a filler will not be permitted.

The cost of constructing the gravel topping will include all expense involved in conforming with the foregoing specifications, except the cost of furnishing and placing earth filler and the cost of hauling the gravel from the gravel pits to the point of deposit on the road.

The quantity of materials placed shall be the number of cubic yards of gravel actually furnished and incorporated in the gravel topping, it being understood that the gravel will be measured in trucks at the point of loading.

The number of yard miles of hauling necessarily performed in transporting the gravel from the gravel pit to the points of deposit on the road shall

be the quantity for which payment will be made for "Hauling Gravel, Truck Measure." The haul distances will be measured in half-mile units, fractional half-miles being allowed for as full half miles.

Salvaging of Surfacing Materials

Under this item, the surfacing materials on the existing roadway shall be taken up and replaced on the newly graded sections of roadbed and built into a road surfacing.

The taking up and loading of the old surfacing materials shall be done in such manner as will avoid the including of any dirt or other undesirable matter, but which, at the same time, will result in the salvaging of as large a proportion of the total quantities on the road as is practicable.

When the salvaged materials are placed on the road, they shall be spread to a width of twenty feet and to such thickness as the engineer may order. Prior to their spreading, the subgrade on which they are to be spread, which subgrade will be topped with run-of-bank gravel, as hereinbefore specified, shall be bladed to suitable crown and to a smooth and uniform surface. Then, after the salvaged materials have been spread, they shall be mixed with and incorporated in the top course of the gravel topping in the manner which is specified on page 29 of the standard specification form for the incorporation of filler materials with surfacing materials. During the performance of this part of the work earth filler materials shall also, if the engineer so orders, be added and mixed with the gravel and salvaged surfacing materials.

The cost of this work will include all expense involved in the salvaging of the surfacing materials and the replacing of them on the new roadbed in accordance with the foregoing specifications. However, the expense for such earth filler as is used in connection with the placing of salvaged surfacing materials will be included in the cost for the items "Filler" and "Filler Haul."

The quantity of salvaged surfacing materials shall be determined by the number of cubic yards of materials actually placed on the new roadbed. Measurement will be made in trucks at the point of loading.

SPECIAL PROVISIONS

DILLON UNIT OF THE

SNIPPOO-DESCHUTES RIVER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

Project No. 37

Description of Work

The work to be done consists of the grading of the Dillon Unit on the Columbia River Highway in Wasco County. The west end of the project is at Station 1449/82.1. The east end of the project is at Station 1908/00.

Specifications

Standard Specifications to Apply

All work shall be performed in accordance with the standard specifications for state highway construction of the State of Oregon, supplemented by the following special provisions:

Rock Topping

The constructed grade is to be topped with a course of pit-run gravel as indicated by the typical cross-section plan, the materials being obtained from a gravel deposit located one-fourth mile north of mile point 97.3. The gravel topping shall extend over the entire width of new grade and shall have a thickness of twelve inches. The materials shall be spread onto the roadbed in such manner as to result in a smooth and uniform surface, during the spreading of which all stones of more than two inches in diameter that appear in the topping course shall be raked out and disposed of in a manner satisfactory to the engineer.

When so ordered by the engineer, earth filler material shall be mixed with the run-of-bank gravel in the manner described on page 29 of the standard specification form. The material used shall be furnished and placed as specified on page 31 of the standard specification form, except that the use of clay as a filler will not be permitted.

The cost of constructing the gravel top ing will include all expense involved in conforming with the foregoing specifications, except the cost of furnishing and placing earth filler and the cost of hauling the gravel from the gravel pits to the point of deposit on the road.

The quantity of materials placed shall be the number of cubic yards of gravel actually furnished and incorporated in the gravel topping, it being understood that the gravel will be measured in trucks at the point of loading.

The number of yard miles of hauling necessarily performed in transporting the gravel from the gravel pit to the points of deposit on the road shall

be the quantity for which payment will be made for "Hauling Gravel, Truck Measure." The haul distances will be measured in half-mile units, fractional half-miles being allowed for as full half miles.

Salvaging of Surfacing Materials

Under this item, the surfacing materials on the existing roadway shall be taken up and replaced on the newly graded sections of roadbed and built into a road surfacing.

The taking up and loading of the old surfacing materials shall be done in such manner as will avoid the including of any dirt or other undesirable matter, but which, at the same time, will result in the salvaging of as large a proportion of the total quantities on the road as is practicable.

When the salvaged materials are placed on the road, they shall be spread to a width of twenty feet and to such thickness as the engineer may order. Prior to their spreading, the subgrade on which they are to be spread, which subgrade will be topped with run-of-bank gravel, as hereinbefore specified, shall be bladed to suitable crown and to a smooth and uniform surface. Then, after the salvaged materials have been spread, they shall be mixed with and incorporated in the top course of the gravel topping in the manner which is specified on page 29 of the standard specification form for the incorporation of filler materials with surfacing materials. During the performance of this part of the work earth filler materials shall also, if the engineer so orders, be added and mixed with the gravel and salvaged surfacing materials.

The cost of this work will include all expense involved in the salvaging of the surfacing materials and the replacing of them on the new roadbed in accordance with the foregoing specifications. However, the expense for such earth filler as is used in connection with the placing of salvaged surfacing materials will be included in the cost for the items "Filler" and "Filler Haul."

The quantity of salvaged surfacing materials shall be determined by the number of cubic yards of materials actually placed on the new roadbed. Measurement will be made in trucks at the point of loading.

#1256
Wasco & Sherman

PR 37

January 30, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of January 29, enclosing three certified copies of notice of claim filed by Mr. C. C. Fenlason, attorney of Portland, for Sherman J. Frank against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1256.

As per your suggestion, copies of the notice are being forwarded to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

January 30, 1932

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agent,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed by C. O. Fenlason, attorney of Portland, with the Secretary of State for Sherman J. Frank against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties. The amount of the claim is $2,764.45, and is for materials and supplies furnished to Mr. Johnson.

In accordance with our usual practice, we are giving you this information as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Exchange Bldg.,
Portland, Oregon

Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 6 1932
OREGON
STATE HIGHWAY COMMISSION

January 29, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. C. O. Fenlason, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Sherman J.Frank for materials furnished in the sum of $2764.45 with interest, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

NOTICE OF CLAIM

TO THE STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, C. R. JOHNSON, FEDERAL SURETY COMPANY OF IOWA, a corporation.

NOTICE IS HEREBY GIVEN that the undersigned, Sherman J. Frank, has a claim for materials and supplies consisting generally of dynamite, powder, caps, fuses and like explosives and accessories in the sum of $2764.45 with interest thereon as by law provided against the bond taken from C. R. Johnson, an individual, of Portland, Oregon, principal of said bond, and Federal Surety Company of Iowa, a corporation, surety for said bond, for the work of highway improvement covering the improvement of the Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, 13.0 miles widening and re-grading of said highway; that the State of Oregon contracted with said principal, C. R. Johnson, on or about the 23rd day of January, 1931, to do said work, said contract being known and designated as contract No. 1255 and said bond was furnished by said contractor, principal, and said surety, as by the terms of said contract and the laws of the State of Oregon provided, and to insure the faithful performance of said contract according to its terms and by law provided; that said materials were furnished, sold and delivered as aforesaid by claimant to said C. R. Johnson and at the special instance and request of said Johnson who did receive and accept the same and said materials were furnished for and used and consumed in the performance of the work contracted for by said contract.

IN WITNESS WHEREOF this notice is signed and dated this 27th day of January, 1932.

SHERMAN J. FRANK
Claimant

Endorsed: File No. 1095
Filed January 29, 1932
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Sherman J. Frank for materials furnished in the sum of $2764.45 with interest, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway contract No. 1255, with the original notice filed in the office of the Secretary of State on January 29, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Sherman J. Frank for materials furnished in the sum of $2764.45 with interest, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway contract No. 1255, with the original notice filed in the office of the Secretary of State on January 29, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

PR*37

January 29, 1932.

Mr. K. D. Lytle,
Resident Highway Engineer,
Bend, Oregon.

Dear Sir:

The fact that a wider roadbed section is to be used on the Dillon Section than was used on the Dillon-Bigge Section will result in a break in the width of excavation at Station 1508 in the big cut east of the Dillon Overhead crossing, unless some change in the plans is worked out to avoid such break.

The plans for the Dillon Section are being submitted to the Bureau of Public Roads without making any change in this feature, but we suggest that when construction operations are undertaken some change be made which will eliminate the break referred to. This could be accomplished by carrying the narrower cut ahead until it could be tapered off gradually on the curve at the end of the overhead crossing. Mr. Klein has commented particularly upon this feature, and it is important that it be not overlooked when construction operations are started.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:HR

cc J. R. Peak,
The Dalles, Oregon.

PRP 37

January 29, 1932

Union Indemnity Company,
% James L. Conley, Attorney,
Failing Building,
Portland, Oregon.

Attention of Mr. Calvin H. Souther

Gentlemen:

In response to your request of January 28, I am handing you herewith a copy of the contract awarded by the State Highway Commission to C. H. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, being State Highway Contract No. 1258.

On page 18 of the mimeographed "special provisions", you will find a clause relating to the protection of railways, and telephone, telegraph and power lines. The form of agreement, mentioned in this clause, will be found two pages farther back in these provisions under the heading "Form of Agreement which in Essential Respects is the same as the Form of Agreement to be entered into between the Contractor and The Oregon-Washington Railroad and Navigation Company and Western Union Telegraph Company".

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBG:AJ

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

January 28, 1932.

State Highway Commission,
Salem, Oregon.

Re: C. R. Johnson - The Dalles-Biggs Section of the Columbia River Highway, near The Dalles, Oregon.

Gentlemen:

I understand that C. R. Johnson entered into an agreement with the Western Union Telegraph Company, the Union Pacific Railroad Company and yourselves at the time the above named job was undertaken by him, whereby he agreed to reimburse the railroad company and the telegraph company for all damage which he might do to their lines. I wonder if you would be good enough to let me have a copy of this agreement for our files. I represent the Union Indemnity Company, insurance carrier for Johnson. If you do not have a copy of the same, please let me know where I can secure one.

I shall be pleased to hear from you at your early convenience.

Very truly yours,
UNION INDEMNITY COMPANY

By Calvin N. Souther

CNS:CG

PC37

January 27, 1932

Mack-International Motor Truck Corporation,
285 Oregon at Adams Street,
Portland, Oregon.

Attention of Mr. H. H. Harwood, Manager

Gentlemen:

Reference is made to your letter of the 26th inst., concerning the status of payments to C. R. Johnson for the regrading and resurfacing of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

I find upon investigation that this work was completed by Mr. Johnson on September 5, 1931. We have not as yet made final payment to Mr. Johnson, however, but are still holding up the final payment in the sum of $3,403.98.

This contract is somewhat involved on account of the death of a subcontractor by the name of Dempsey, against whom there are a number of outstanding claims. Mr. Dempsey has also a claim against Mr. Johnson. It is our intention to withhold final payment to Mr. Johnson until these matters have been satisfactorily taken care of.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

International Motor Truck Corporation
TRUCKS BUSES FIRE APPARATUS RAILCARS

285 OREGON AT ADAMS
PORTLAND

January 26th, 1932

RECEIVED
JAN 27 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Dear Sir:

In November we wrote you with reference to the C. R. Johnson contract for the regrading and resurfacing of The Dalles-Biggs Section of the Columbia River Highway, and you replied on November 21st that it would be some time before final payment was made on the contract.

Will you please advise us just what the status of the matter is at the present time, and if final payment has not yet been made, about when you expect to have the figures available and final settlement made? We shall sincerely appreciate any information you care to give us.

Yours very truly,

MACK-INTERNATIONAL MOTOR TRUCK CORPORATION

H. H. Harwood

H. H. Harwood
Manager

HHH:L

$3,403.98 Final. Mailed out for Sig. on Dec. 1st, 1931
Not yet returned. Total amt. will be $132,141.73
Completed Sept. 5, 1931

#1255
Wheat Sh

PR37

January 22, 1932

Standard Oil Company of California,
Pacific Building,
Portland, Oregon.

Attention of Mr. F. H. Ewing

Gentlemen:

Reply is made to your letter of the 21st inst., concerning the status of the contract awarded to C. R. Johnson for the widening and regrading of the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Final payment has not as yet been made to Mr. Johnson for this work, and we do not expect that final payment will be made until a satisfactory adjustment has been made of the claims that have been filed against this work. This matter is somewhat involved on account of the death of I. A. Dempsey, who was the subcontractor under Mr. Johnson.

Our records show that Mr. Johnson completed his contract on September 5, 1931, which date is also considered as the date of acceptance on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

January 2, 1932

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

It has come to our attention that the Standard Oil Company has furnished petroleum products to Mr. C. R. Johnson for use in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, and that a small balance remains unpaid on said account.

We are giving you this information as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc C. R. Johnson
Exchange Bldg.
Portland, Ore.

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
C. A. PERKINS
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

Jan. 21, 1932

C. R. Johnson Contracting Co.

State of Oregon Highway Commission
Salem, Oregon

RECEIVED
JAN 22 1932
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

We furnished petroleum products to C. R. Johnson for use in connection with his contract #1255 which is for the improvement of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

It is our understanding that this work has been completed for sometime. There is still a small balance owing us in connection with this work and we would therefore appreciate it if you would inform us if the contractor has received full payment from the State, also the official date that the work was accepted by your department.

For your convenience in replying a stamped addressed envelope is enclosed.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By J. M. Ewing

CDE:LP
Attach.

#1255

PR37

January 22, 1932

Mr. R. A. Twiss,
Auto Electrician,
The Dalles, Oregon.

Dear Sir:

Reply is made to your letter of the 21st inst., concerning your claim in the sum of $12.50 against I. A. Dempsey, subcontractor under C. R. Johnson to whom the State Highway Commission awarded the contract for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Final payment has not yet been made to Mr. Johnson for this work, and the intention is to withhold final payment until the matter of claims has been adjusted.

Regarding your claim, it is noted that it is against Mr. Dempsey. Such being the case, would suggest that you take the matter up with the agent of the bonding company that wrote the bond given by Mr. Dempsey to Mr. Johnson. Due to the fact that the State Highway Commission holds the original contractor responsible and liable for the payment of claims incurred against the project on which he is employed, it is not necessarily concerned with the original contractor's arrangements with subcontractors. I am informed that Mr. Dempsey's bond was written by the Fidelity & Casualty Company of New York, for which J. B. Pfouts is attorney-in-fact, with offices at 820 Board of Trade Building, Portland, Oregon. It is suggested that you communicate with Mr. Pfouts regarding your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

ATWATER KENT
RADIOS

R. A. TWISS

AUTO
ELECTRICIAN

THE DALLES, OREGON

RECEIVED
JAN 22 1932
OREGON
STATE HIGHWAY COMMISSION

January 21, 1932

Oregon State Highway Commission
Salem, Oregon

Attention Mr. L. D. Gillette, Secretary:

Dear Sir:

Kindly refer to our letter of December 8th, regarding our claim against J. A. Johnson Co, and I. A. Dempsey. We were wondering if there is anything we can do to collect the money due us. The balance of $18.30 is for material and labor furnished I. A. Dempsey, subcontractor for J. A. Johnson Co.

We have not heard from J. A. Johnson since the 2nd of December, at which time he also sent you a copy.

We would appreciate your prompt attention to this matter, as we are anxious for a settlement.

Yours very truly,

R. A. Twiss

#1255
Wasco-Sherman

PR 37

January 21, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of certified copies of notice of claim, which notice was filed by Collins Concrete Pipe Company against the bond furnished by C. A. Johnson in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties; said claim being for concrete pipe, tile and cartage sold to Mr. Johnson in connection with the above described project.

Copies of said notice are being today sent to the contractor, and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

January 21, 1932

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

For your information we hand you herewith copy of notice of claim that was filed in the office of the Secretary of State on January 18, by Collins Concrete Pipe Company against the bond furnished by C. E. Johnson in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The amount of the claim is $412.10 and is for concrete pipe and tile sold to the contractor in connection with the above described project.

According to our records, you are the surety on Mr. Johnson's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. E. Johnson,
Exchange Bldg.
Portland.

...AL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

January 18, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. Stephen W. Matthieu, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Collins Concrete Pipe Company for materials furnished in the sum of $412.10 together with interest from August 1, 1931, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway contract No. 1255.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

Secretary of State.

HM

United States of America

STATE OF OREGON

Portland, Oregon
16 January 1932

To STATE OF OREGON
HAL HOSS, Secretary of State
STATE HIGHWAY COMMISSION OF OREGON
C. R. JOHNSON; and
FEDERAL SURETY COMPANY OF IOWA, a corporation

NOTICE IS HEREBY GIVEN, that the undersigned, COLLINS CONCRETE PIPE CO., a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies furnished, consisting principally of concrete pipe, tile and cartage, in the sum of $412.10 furnished between the first day of July, 1931 and the first day of August, 1931, both dates inclusive, together with interest from the first day of August, 1931, against the bond of C R Johnson as principal, and the Federal Surety Company of Iowa, as surety, for the work of the principal in connection with the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, State Highway Contract No. 1255.

COLLINS CONCRETE PIPE CO.

By STEPHEN W. MATTHIEU
Its Attorney and Assistant Secretary

Endorsed: File No. 1084
Filed January 18, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Collins Concrete Pipe Company for materials furnished in the sum of $412.10, together with interest thereon from August 1, 1931, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway Contract No. 1255, with the original notice filed in the office of the Secretary of State on January 18, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of January, A. D. 1932.

Hal E Hoss

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Collins Concrete Pipe Company for materials furnished in the sum of $412.10, together with interest thereon from August 1, 1931, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway Contract No. 1255, with the original notice filed in the office of the Secretary of State on January 18, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of January A. D. 1932.

Hal E Hoss

Secretary of State

PR 37

PR *37

January 20, 1932.

Mr. C. H. Wanzer,
Highway Division Engineer,
Bend, Oregon.

Dear Sir: Attention: Mr. Lytle

The culvert pipe left on hand on The Dalles-Biggs Section should be paid for as an extra work item under the C. H. Johnson contract.

Ordinarily, we handle items of this kind on price agreements, but, in this case, we think it best to handle it on an extra work order, stating on both the order and the bill that no percentage allowance is to be added. The bill can then be submitted the same as any other extra work bill.

Johnson was in the office this morning, and he inquired as to why the quantities of this pipe had been reduced. His bill called for 30 feet of 12-inch pipe, and 116 feet of 18-inch pipe. Your letter shows 18 feet of 12-inch pipe and 112 feet of 18-inch pipe. Be sure that when the bill is submitted, it shows the correct quantities.

Johnson also inquired about another bill for coal and other items, the aggregate amount of which is about $200.00. He says that Peck told him that that bill had been sent in along with the bill for the culvert pipe, some time in November. Better check on this, as the bill seems not to have reached Salem.

Johnson said he would see Peck again in regard to some allowances for cross-haul which he says was made, and also for an allowance to cover some extra expense he was put to in handling a slide in some boulder cut.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

M. B. CLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

January 19, 1932.

RECEIVED
JAN 20 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

I asked Mr. Peck for an explanation why Mr. Johnson had so much pipe left over when he finished his contract #1255 and I am attaching hereto a copy of Mr. Peck's letter regarding the matter.

Judging from this letter, it seems as though we should purchase this pipe and allow Mr. Johnson what he paid for it.

If you will advise how this should be handled we would appreciate it.

Yours very truly

C. W. Wanzer
Division Engineer

By K D Lytle
N. D. Lytle
Div. Office Engineer

kdl/c
encls.

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

C. W. WANZER
BEND, OREGON

The Dalles, Oregon
January 16, 1932.

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

COPY

Dear Sir:

In reply to your inquiry as to the surplus pipe left on The Dalles-Biggs section of the Col. River Highway.

Beg to say that there was a rush to get the pipe list after the Contract was awarded and I did not check the drainage as close as I should have, so in staking the pipe we found that we could cut out the 66 feet of 24" pipe at sta. 1549, 38 feet of 18" pipe at sta. 1609, 36 feet of 18" at sta. 502 and 36 feet of 18" pipe at sta. 484.

At sta. 1835 we ordered 36 feet of 12" pipe, later discovered there was 28 feet of 12" pipe in at this point, extended it 10 feet and had 26 feet left.

There were other minor changes and adjustments and we had the following pipe on hand when the job was finished:

18 feet of 12" pipe
6 12" collars
112 feet of 18" pipe
1 18" collar
32 feet of 24" pipe
3 24" collars.

Very truly yours

(Sgd.) J. E. Peck

#1255
Wasco
Sherman Co.
PR37

January 19, 1932

Collins Concrete Pipe Co.,
410 River St.,
Portland, Oregon.

Gentlemen:

We are in receipt of your notice of claim against C. R. Johnson, in the sum of $412.10, for materials and supplies furnished to him in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

In accordance with our usual practice, we are today notifying the contractor and his surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

January 19, 1932

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

For your information we enclose herein copy of notice of claim received from Collins Concrete Pipe Company of Portland against C. R. Johnson for materials and supplies furnished him in connection with the contract that was awarded to him by the State Highway Commission for the widening and re-grading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The amount of the claim is $412.10 and is principally for concrete pipe, tile and cartage.

According to our records, you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

EJ

cc C. R. Johnson,
Exchange Bldg.
Portland, Ore.

RECEIVED
JAN 18 1932
OREGON
STATE HIGHWAY COMMISSION

Portland Oregon
16 January 1932

To STATE OF OREGON
HAL HOSS, Secretary of State
STATE HIGHWAY COMMISSION OF OREGON
C R JOHNSON; and
FEDERAL SURETY COMPANY OF IOWA, a corporation

410 J

NOTICE IS HEREBY GIVEN, that the undersigned, COLLINS CONCRETE PIPE CO., a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies furnished, consisting principally of concrete pipe, tile and cartage, in the sum of $412.10 furnished between the first day of July, 1931 and the first day of August, 1931, both dates inclusive, together with interest from the first day of August, 1931, against the bond of C R Johnson as principal, and the Federal Surety Company of Iowa, as surety, for the work of the principal in connection with the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, State Highway Contract No. 1255.

COLLINS CONCRETE PIPE CO.

By Stephen W Matthieu
Its Attorney and
Assistant Secretary

The Allen-Bugge Regarding

PR37

January 14, 1932.

Mr. August Risser,
Dallas, Oregon.

Dear Sirs

In compliance with your oral request, I have examined carefully the copy which you left with me of the agreement between I. A. Dempsey and C. R. Johnson, and am giving below my opinions in regard to certain matters in connection with said agreement which you say are in dispute.

Relative to payment for the hauling of salvaged surfacing materials, it is my opinion that I. A. Dempsey, whom I will hereinafter refer to as the subcontractor, is entitled to payment at the rate of twelve cents per cubic yard for all hauling performed on these materials, which hauling is as follows:

1. Haul within first one-half mile of place of excavation:
   a. Hauling from place of excavation to place of deposit in stock pile on road- - - 2,973 yd. miles
   b. Hauling from stock piles to road- - - - - - - - - - - - 396 " "
2. Hauling beyond first one-half mile- - - 374 " "

Total- - - - - - 3,943 " "

The clause in the agreement which limits payment for the hauling of surfacing materials and binder materials to the quantities allowed to the party of the first part by the State of Oregon, does not, in my opinion, limit the payment to the 374 yard miles of haul that was in excess of one-half mile, as all of the above listed quantities were allowed to the said party of the first part by the State of Oregon. The allowance was made under different headings, it is true, but nevertheless it was made, and there is no question about the party of the first part

having received his payment for all of said hauling. If it had been the intent of the agreement that the party of the second part was to absorb, in some indirect manner, the cost of the hauling within the first half mile, that condition, having been contrary to usual practice, should have been made definite and clear. Since no such condition was stated definitely and clearly, the assumption is that the intent of the agreement was to compensate the party of the second part for the entire amount of the hauling he performed. Failure to so compensate him, would, under the conditions, be decidedly unfair.

The agreement specifies no basis of payment for the hauling of the strippings from the gravel pits. That work, therefore, falls into the class of extra work to be paid for at such price as may be agreed upon between the parties to the agreement. The subcontractor might with some reason contend that this hauling is comparable with the hauling of roadbed excavation, and that it should, therefore, be paid for at the price of $0.13 per cubic yard. Usual practice, however, would be to make payment at the price of $0.12 per yard mile which applies to the hauling of gravel. This price would figure $0.06 per cubic yard, and, in my opinion, would be a reasonable price for the work involved. I have ascertained from the resident engineer that the stripping materials were actually hauled by the subcontractor, and there is, therefore, no question about his being entitled to payment for the hauling.

As to whether or not the 1,000 cubic yards of shoulder excavation that was made by the main contractor, under an agreement supplemental to the original contract with the State, should be included in the roadbed excavation quantities for which the subcontractor is to receive $0.13 per cubic yard, I will say that under a technical interpretation of the agreement, it should be included. However, these materials were not hauled by the subcontractor and they were not contemplated at the time the agreement to do the hauling at a flat $0.13 cent rate was entered into. Therefore, it would, in my opinion, be rather unreasonable and unfair to expect payment on these quantities unless the other party to the agreement is insistent upon technicalities.

The foregoing are my unbiased opinions arrived at after careful study of the agreement concerned. I hope that they may be of some assistance in arriving at a settlement which is fair and equitable to all parties.

I am returning herewith the copies of agreement and correspondence which were left with me.

Very truly yours,

S. H. PROBERT,
Office Engineer.

SHP:FF

encl.

#1255

pff 37

January 12, 1932

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith for your information, copy of affidavit received today from the law offices of Stephen W. Matthieu of Portland relative to the claim of Collins Concrete Pipe Company against the bond furnished by C. E. Johnson in connection with the contract awarded to him by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco & Sherman Counties, State Highway Contract #1255.

According to our records, you are the surety on Mr. Johnson's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC C. E. Johnson
414 Exchange Bldg.,
Portland, Oregon.

January 18, 1932

Mr. Stephen W. Matthies,
Attorney at Law,
Oregonian Building,
Portland, Oregon.

Dear Sir:

In response to your request of the ninth instant, I am handing you herewith a certified copy of the contract awarded by the State Highway Commission to C. R. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco & Sherman Counties, State Highway Contract No. 1255.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND, OREGON

9 January 1932

State Highway Commission
Salem
Oregon

Gentlemen:

I herewith enclose an affidavit as a basis for securing from your department a copy of the specifications, contract and bond furnished by C R Johnson,Inc. as principal in connection with the construction of The Dalles-Biggs Section of the Columbia River Highway. I would be very much obliged to you for a copy of the aforementioned.

Thanking you,

Yours very truly

Stephen W Matthieu

SWM-k

ENC

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND, OREGON

9 January 1932

State Highway Commission
Salem
Oregon

Gentlemen:

I herewith enclose an affidavit as a basis for securing from your department a copy of the specifications, contract and bond furnished by C R Johnson,Inc. as principal in connection with the construction of The Dalles-Biggs Section of the Columbia River Highway. I would be very much obliged to you for a copy of the aforementioned.

Thanking you,

Yours very truly

Stephen W Matthieu

SWM-k

ENC

A F F I D A V I T

(2)

STATE OF OREGON)
) ss
County of Multnomah)

I, Stephen W Matthieu, being first duly sworn, depose and say: That I am attorney for the Collins Concrete Pipe Co. an Oregon corporation; that my client has a claim against the bond of C R Johnson,Inc. as principal, given in connection with the contract Dalles-Biggs Section of the Columbia River Highway;

That my client has supplied material used in the construction of said improvement that has not been paid for.

This affidavit is made for the purpose of securing on behalf of my client a copy of the contract and bond against which this claim for material may be made.

Stephen W Matthieu
STEPHEN W MATTHIEU

Subscribed and sworn to before me this 9th day of January,1932.

Marion King
MARION KING
Notary Public for Oregon

My Commission expires 30 September,1933

PR 37

December 24, 1931.

Mr. August Risser,
Dallas, Oregon.

Dear Sirs

At the request of Mr. L. J. Dempsey, of Richvall, the following statement is given of quantities allowed Contractor C. R. Johnson, in his final estimate on Contract No. 1253, covering the grading and surfacing of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties. Mr. Dempsey's father, I. A. Dempsey, deceased, held a subcontract under C. R. Johnson, and under the terms of this subcontract, I. A. Dempsey was to be paid at the rate of 13 cents per yard mile for all excavated materials, whether hauled by truck or moved by other means, and to be paid at the rate of 12 cents per yard mile for hauling surfacing and binder materials.

Excavation Quantities:

Common Excavation	56,330.6	cu.	yds.
Intermediate Excavation	7,595.4	"	"
Solid Rock Excavation	22,634.8	"	"
Excavation west of M. P. 100.4	54,500.3	"	"
Additional Shoulder Excavation	1,000.0	"	"
Tunnel Excavation	283.8	"	"
Total Excavation Materials	142,344.9	cu.	yds.

Surfacing and Binder Materials:

Gravel haul (allowed in estimate)	37,074.75	yd.	mi.
Filler haul (allowed in estimate)	4,565.5	"	"
Hauling Salvaged Materials (paid to contractor for haul beyond half-mile	374.0	"	"
Salvaged Materials, hauled less than half-mile, 5,950 cu. yds.	2,975	"	"
Salvaged materials, hauled through stock piles, 1,192 cu. yds, all hauled less than half mile	596	"	"

Stripping gravel pits, disposition
of excavated material not known,
2,349.2 cu. yds., but none hauled
more than half mile- - - - - - - - - - -

Total surfacing material haul- - -96,739.85 yd. mi.

Contractor C. R. Johnson's price for salvaging and reconstructing surfacing included the haul of the materials under one-half mile. This was true also of materials handled through stock piles.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SEP
SHP:ER

#12
Wonnacott

PR 37

December 29, 1932

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sirs

This is to acknowledge receipt of your letter of the 28th instant in which you inclose three certified copies of the notice of claim which has been filed by the Dayton Sand and Gravel Company for labor performed in the sum of $583.48 against C. H. Johnson in connection with the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway, State Highway Contract No. 1255.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PR

December 29, 1931

Federal Surety Company of Iowa
Fred A. Schlick Co., Agents
Corbett Building
Portland, Oregon

Gentlemens

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by the Dayton Sand and Gravel Company for labor performed in the sum of $583.48 in connection with the contract awarded to C. R. Johnson for the regrading and widening of the The Dalles-Biggs Section of the Columbia River Highway, State Highway Contract No. 1255.

We are forwarding this information to you since you appear as surety on the bond furnished by C. R. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Building
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 29 1931
HIGHWAY COMMISSION

December 28, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Dayton Sand and Gravel Company for labor performed in the sum of $585.48 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, State Highway Contract No. 1255.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

J. E. Proffitt, President E. Demaray, Manager

DAYTON SAND AND GRAVEL COMPANY
Wholesalers and retailers of
Sand and Gravel
Mutual Phone Red 76
Dayton, Oregon

Dec 28 - 1931

Oregon State Highway Commission,

Salem, Oregon.

Dear Sirs: Notice is hereby given that the Undersigned "Dayton Sand & Gravel Co" has a claim for dump truck hauling in the sum of $585.48 against the bond of C. R. Johnson, contractor, Federal Surety Company of Iowa, surety, and I. E. Dempsey, subcontractor, surety, Work performed on The Dalles, Biggs section, Columbia River Highway, Wasco and Sherman Counties. Contract #1255.

Dayton Sand & Gravel Co.

By E. Demaray, Sec.

Endorsed: File No. 1079
Filed December 28, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Dayton Sand and Gravel Company for labor performed in the sum of $583.48 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway contract No. 1255, with the original notice filed in the office of the Secretary of State on December 28, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 28th day of December, A. D. 1931.

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Dayton Sand and Gravel Company for labor performed in the sum of $583.48 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway contract No. 1255, with the original notice filed in the office of the Secretary of State on December 28, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 28th day of December, A. D. 1931.

Hal E Hoss

Secretary of State

Form 20—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

PR 37

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 12, 193 1

Job name Biggs-East

Week from 7 to 12

Mail address The Dalles

Highway Columbia River

Telegraph or telephone address " "

County Sherman Job prefix 28EPF

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

On Monday Dec 7th cross sectioned
Sta 544 to 551 - 105 to 600. Rowena - The Dalles
section of the Columbia River Highway.
On Tuesday the 8th retraced line Sta
205 to 220 Biggs Celilo Sec.
On Wednesday the 9th retraced line Sta
116 to 160 on the Biggs Celilo Sec.
On Thursday Cross Sec. Sta 242 to 260
on the Biggs-Celilo Sec.
On Friday cross Sec Sta 244 to 248
retraced line Sta 160 to 190
On Saturday retraced center
line Sta 160 to 265
Tied O.W.R.&N. R.R. to C.L.R.
Hy Sta 218.
Snow is about 3" deep
[illegible]

(See back of this sheet for instructions and detailed information)

Signed J. E. Peck

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be [illegible] Locating Resident and other Field Engineers. Se[illegible]s shall be submitted for each job, and no single report s[illegible] or[illegible].

Reports shall be mailed by not l[illegible]ight. The original copy shall be mailed direct [illegible] to the duplicate direct to the Division Engi[illegible]. [illegible]opy shall be retained in the Field Engineer's fil[illegible]s.

Do NOT include in weekly reports m[illegible]atters requiring ac[illegible]by, or the special attention of, Division Engineers or other[illegible]n these matters are also taken up by a letter addressed to the [illegible]ntion of the party interested. Requisition for supplies, calls for me[illegible]equests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1255

P(37

December 12, 1951

National Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed in the office of the Secretary of State on December 11, by Tum-a-lum LumberCompany against the bond of C. R. Johnson, which was furnished by him in connection with State Highway Contract No. 1885, for the clearing and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The amount of the claim is $58.10 and is for materials furnished to I. A. Dempsey, subcontractor under C. R. Johnson.

This information is transmitted to you as you appear as the surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

LJ

CC C. R. Johnson
Exchange Bldg.
Portland, Ore.

December 12, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December 11, enclosing three certified copies of notice filed by Tum-a-lum Lumber Company against the bond of C. R. Johnson, which was furnished by him in connection with State Highway Contract No. 1255 for the widening and grading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 11, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Frank G. Dick, Attorney, The Dalles, Oregon, and filed as of this date, a notice of claim by Tum-a-lum Lumber Company for materials furnished in the sum of $58.10 with interest thereon, against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

To The Secretary of State of the State of Oregon

Salem, Oregon

Dear Sir:

Notice is hereby given, that the Undersigned, Tum-a-lum Lumber Company, a corporation, has a claim for materials--coal and lumber--in the sum of $58.10, besides interest thereon against the bond taken from C. R. Johnson, contractor, and his Surety, Federal Surety Company of Iowa, That said sum was furnished to I. A. Despsey, a sub-contractor under C. R. Johnson, an original contractor. For the work of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon.

Done this 4th day of December, 1931.

Tum-a-lum Lumber Company

By S. A. SKIRVING
Branch Manager of The Dalles, Oregon Branch

Endorsed: File No. 1065
Filed December 11, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Tum-a-lum Lumber Company for materials furnished in the sum of $58.10, together with interest thereon, against the bond taken from C.R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, with the original notice filed in the office of the Secretary of State on December 11, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 11th day of December, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Tum-a-lum Lumber Company for materials furnished in the sum of $58.10, together with interest thereon, against the bond taken from C.R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, with the original notice filed in the office of the Secretary of State on December 11, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 11th day of December, A. D. 1931.

Hal E Hoss

Secretary of State

#1255

PR 37

December 8, 1931

Mr. R. A. Twiss,
The Dalles,
Oregon.

Dear Sir:

We thank you for the copy of letter, addressed to C. R. Johnson Co., in which you state that you have received their remittance of $17.14 to apply on your claim against I. A. Dempsey, subcontractor under C. R. Johnson Co., which leaves a balance due of $12.50.

We appreciate having this information.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

ATWATER KENT
RADIOS

R. A. TWISS

AUTO
ELECTRICIAN

THE DALLES, OREGON

Dec.5,1931

C.R.Johnson Co.
Portland Oregon,

Gentlemen;

This will acknowledge you letter of Dec.2nd, and your remittance of 17.14 on Dec.1st,.This leaves a balance of 12.30 due us on purchases made by I.A. Dempsey.

Trust you will give this your prompt attention so t at we may notify the State Highway Comission to the affect that our account has been paid in full.

Very Truly Yours,

C-State Highway Dept.

RECEIVED
DEC 8 1931

SECRETARY OF STATE
RECEIVED
DEC 7 - 1931
HAL E. HOSS

STENCIL NO. 124

p 11 37

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,

In reply please refer to File No. Ore.E.F.A.P. 37-(Reop.)

Dec.7, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,
W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer.

Encl.

P.S.

Enclosed also is an approved copy of the detailed estimate upon which the modified project agreement was based.

RECEIVED DEC 8 1931

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A4pr5503

Oregon Emergency Federal Aid Project No. 37.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 25, 1920, by the State Highway Commission of Oregon, and on August 24, 1920, by the Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on March 10, 1921, June 5, 1929, and April 18, 1931, respectively, by the said State Highway Commission, and on February 19, 1921, July 27, 1929, and May 14, 1931, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 37; and

WHEREAS, during the progress of construction work, in order to complete the project in accordance with the approved plans and specifications, it has been found necessary to increase the quantities of earthwork items; and by reason thereof the said State Highway Commission has requested that the estimate of cost approved for said project be increased from $651,391.54 to $657,469.04, and that the amount of advance funds allotted to said project be increased from $67,221.20 to $73,298.70;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture that the estimate approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

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Clause (x) of Article I shall read:

"(x) By the State, in addition to funds heretofore provided, $75,298.70, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong), and any part thereof not provided from such 'Advance Funds,' together with any additional amount necessary to cover the State's share of the cost of construction shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 51, Laws of 1920."

Paragraph (g) of Article III shall read:

"(g) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $552,926.79, Federal Aid $332,854.59; 5 bridges, approved estimate $104,542.25, Federal Aid $38,410.90."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of two hundred seventy-one thousand, two hundred sixty-five and 49/100 dollars ($271,265.49), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six hundred fifty-seven thousand, four hundred sixty-nine and 04/100 dollars ($657,469.04), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

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Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their affixed their signatures and official seals, the State Highway Commission of Oregon on the 3rd day of November, 1931, and the Secretary of Agriculture on the 20th day of November, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission.

_____
Acting Secretary of Agriculture.

Oregon Emergency Federal Aid Project No. 37.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road ~~between~~

~~locally known as~~

and designated in the records of this Department as Emergency Federal Aid Project No. 37, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ ~~887,469.01~~ (same amount as approved by Certificate of May 14, 1931), as the total estimated cost of said project, and the sum of $ 271,265.49 / as the share of the United States, payable under said acts on account of such project, which does not exceed ~~the~~ / authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 20th day of November one thousand nine hundred and thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Hendley
Secretary of Agriculture.

0-26

8—4939

#1255

PR 37

December 4, 1931

Federal Surety Company of Iowa,
Fred A. Schlick Company, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

Please be advised that we will soon be ready to make final payment on the C. R. Johnson contract No. 1255 for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

The State has been advised of a number of claims against this contract, notices of which have been previously been sent to you, but assumes no responsibility for any of these nor for any that may be filed hereafter.

This notice is being served upon you as you appear as surety on the bond furnished by the contractor in connection with the above contract, and we ask that you kindly acknowledge receipt of the same.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $132,141.32 including the final payment which is in the sum of $3,403.98. Of this amount $461.73 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

cc to Federal Surety Company of Iowa, Davenport, Iowa.

#1255

PR37

RECEIVED
DEC 3 1931
OREGON STATE HIGHWAY COMMISSION

Dec.2nd,1931.

R.A.Twiss,
The Dalles, Ore.,

Dear Sir:

We have received notice from the State Highway Commission that you have filed a claim against us amounting to $29.44.

According to our records and your statements we owed you $17.14. We also refer you to your letter of Oct.22nd in which you request our check for $17.14 to cover the balance due you.

A check for $17.14 was mailed you November 30th which according to our records paid you in full.

Will you please check your records and if you find a balance still due you please forward us an itemized statement covering all of our purchases.

If you find our remittance of November 30th amounting to $17.14 covers your account in full we will appreciate it if you will advise the State Highway Commission that our account has been paid.

Yours very truly,

C.R.Johnson,
By-

CC State Highway Commission
" Federal Surety Co. of Iowa.

NOTED
H. R. GLAISYER

#1255

PR 37

December 2, 1931

Federal Surety Company,
Davenport,
~~Oregon~~
Iowa,

Attention of T. H. Midgeway, Superintendent
of Surety Claims for Receiver

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 27th ult., concerning claims against C. H. Johnson in connection with the contract awarded to him by the State Highway Commission for the widening and re-grading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon State Highway Contract No. 1255.

It is noted that Mr. Johnson has informed you that the claim of the Dallas Iron Works and John Berks have been adjusted and paid in full, for which information we thank you.

We also note that you are of the understanding that the payment of these claims completes the satisfaction of all claims that have been incurred against this work. This may be true, but our records do not show this to be the case. We have a record of the following claims against this particular project, and cannot make further payments to Mr. Johnson until we have notice that they have been satisfied:

Martin E. Oakes - rental of machinery $1313.00
W. E. Brescher for hauling- amount not stated
Tipton & Manchester against I. A. Dempsey,
Subcontractor, $212.05
Walther-Williams Co., tires furnished to I.
A. Dempsey, $141.00
Schlesser Bros. Market, against I. A. Dempsey
for meats, $419.84

R. A. Twiss - against Dempsey $12.50
against Johnson 17.14
I. A. Dempsey (subcontractor) for hauling, $6000.00
City of The Dalles for rental of roller, $450.00
Tum-A-Lum Lumber Co., against Johnson, $12.17
against Dempsey, 58.10
Thos. Higginbottom, for labor, $455.25

Information concerning each of the above mentioned claims has been previously sent to Fred A. Schlick Co., your agents in Portland, in accordance with our usual custom. However, we have not been advised as to what disposition was made of them. If they have all been paid, we would appreciate information to that effect so that our files will be complete. We will then be in a position to release to Mr. Johnson the monies that may be due and payable to him.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

RBG:AJ

THE POWER OF ALL AGENTS TO BIND COMPANY IS LIMITED TO AUTHORITY CONFERRED IN WRITING.

FEDERAL SURETY COMPANY

CASUALTY INSURANCE - SURETY BONDS

HOME OFFICE – DAVENPORT, IOWA

SURETY CLAIM DEPARTMENT
T. H. RIDGAWAY
SUPERINTENDENT
IN RECEIVERSHIP
E. W. CLARK, RECEIVER
JULIUS KUNZ, EXAMINER IN CHARGE

November 27, 1931.

RECEIVED
NOV 30 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Attention H. B. Glaisyer, Secy.

Dear Sir:

Re: Bond #70568 - C. R. Johnson - Claims
of John Berko & The Dallas Iron Works.

Referring to your letter of August 27, 1931, addressed to our company through the Fred A. Schlick Company, Corbett Building, with reference to a claim for $972.12 of the Dallas Iron Works in connection with contract undertaken by the above concern, covering the thirteen miles widening and regrading on Columbia River Highway of the Dalles-Biggs Section, you are advised that we are in receipt of a letter from Mr. C. R. Johnson today stating that the claims of the Dallas Iron Works and John Berko have been adjusted and paid in full, and that he holds receipts showing such payment.

As this cleans up the only items of which notice has been received, we presume the matter is entirely ended but would like to have confirmation from you in order that the file may be closed.

Yours very truly,

T. H. Ridgaway

Supt. of Surety Claims
for Receiver.

THR:BES

ANSWERED
H. B. G.

#1255

PR37

December 1, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of November 30, enclosing copies of notice of claim filed by R. A. Twiss against C. R. Johnson for materials furnished him in connection with State Highway Contract No. 1254, which is for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We are today forwarding copies of the notice to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 1, 1951

Federal Surety Company of Iowa,
Fred A. Schlick Co.,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on November 30, 1951, in the office of the Secretary of State, by R. A. Twiss against C. R. Johnson for labor rendered in connection with the work of widening and regrading The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1255.

This is for your information as you appear as surety on Mr. Johnson's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC C. R. Johnson
Exchange Bldg.
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

November 30, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by R. A. Twiss for materials furnished in the sum of $29.44 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

R. A. T W I S S

Auto
Electrician

The Dalles, Oregon

November 27, 1931

To the State of Oregon, Salem, Oregon:

Notice hereby is given that the undersigned R. A. Twiss has a claim for labor on magnetos and generators, parts included, one storage battery and recharging other storage batteries in the sum of Twenty-nine Dollars and Forty-four cents ($29.44) against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, sureties, for the work of regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Signed R. A. TWISS

Endorsed: File No. 1055
Filed November 30, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by R. A. Twiss for labor and materials furnished in the sum of $29.44 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on November 30, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of November, A. D. 19 31.

Hal E Hoss

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by R. A. Twiss for labor and materials furnished in the sum of $29.44 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on November 30, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of November, A. D. 19 31.

Hal E Hoss

Secretary of State

#1255

PR 37

November 30, 1951

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

Receipt is acknowledged of the receipt of your letter of the 27th instant, in which you advise us that you have received and filed a notice of claim by Thomas Higginbotham, in the sum of $458.25 against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1255.

Receipt is also acknowledged of the certified copy of this notice, together with two additional copies. A copy of said notice is being forwarded to the surety on the bond, and also to the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

November 30, 1931

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed on November 27, 1931, in the office of the Secretary of State by Thomas Higginbothan against C. E. Johnson to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1255. The claim is in the sum of $455.24, and is for hauling.

This information is furnished you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC C. E. Johnson
414 Exchange Bldg.,
Portland, Oregon

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 27, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Thomas Higginbotham for labor performed in the sum of $453.25 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on the The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HH Secretary of State.

Hubbard, Oregon.

November 25, 1931.

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Notice hereby is given that the undersigned, Thomas Higginbotham, has a claim for hauling, by truck, 6166cym. of gravel and 750 cym. of dirt in the sum of $453.25, against the bond taken from the Federal Surety Company, or Iowa, Portland, Oregon, by C. R. Johnson, contractor, Portland, Oregon, for the work of The-Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman counties.

Signed,

THOMAS HIGGINBOTHAM

Endorsed: File No. 1048
Filed November 27, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Thomas Higginbotham for labor performed in the sum of $453.25 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, with the original notice filed in the office of the Secretary of State on November 27, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of November A. D. 1931.

Hal E. Hoss

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Thomas Higginbotham for labor performed in the sum of $453.25 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, with the original notice filed in the office of the Secretary of State on November 27, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of November A. D. 1931.

Hal E Hoss

Secretary of State

PIC 37

November 24, 1931

Darry & Morrison, Attorneys,
Bedell Building,
Portland, Oregon.

Attention of Mr. E. H. Morrison

Gentlemen:

Reply is made to your letter of the 23rd instant, requesting information concerning the contract awarded by the State Highway Commission to C. R. Johnson for widening and regrading the Columbia River Highway between The Dalles and Biggs.

The contract referred to is State Highway Contract No. 1255, and is for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, thirteen miles in length.

The bond furnished by Mr. Johnson in connection with this work was written by the Federal Surety Company of Iowa, for whom Fred A. Schlick Co., are agents, with offices in the Corbett Building, Portland. We have been informed that the Federal Surety Company are in the hands of the receiver. We have received no official notice to that effect, but believe that the source of our information is reliable; also, wish to inform you that we have received advice to the effect that Mr. I. Dempsey, the subcontractor mentioned in your letter, died a few days ago.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Barry & Morrison
Law Offices
705-7 Bedell Building

...under G. Barry
William H. Morrison

Portland, Oregon.
November 23d, 1931.

RECEIVED
NOV 24 1931

State Highway Comm.,
Salem, Oregon.

Attention Mr. Glaiser:

Gentlemen:

A client of ours performed work on a contract taken by C. R. Johnson for the widening, straightening and resurfacing of the highway between The Dalles and Biggs, Oregon. A Mr. I. Dempsey was subcontractor on the contract.

Will you please give us a description of this contract and also advise the name of the bonding company that bonded Mr. Johnson on the contract.

Yours very truly,

BARRY & MORRISON,

By W H Morrison.

WHM:G

ANSWERED
H. B. G.

#1255
Wm. T. Sherman

PR 37

Salem.

November 23, 1931

Frank G. Dick
Attorney at Law
The Dalles, Oregon

Dear Sirt

Acknowledgment is made of the receipt of your letter of November 20th regarding C. R. Johnson's contract for the regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, against which contract The Dalles Iron Works has a claim.

Payments due Mr. Johnson have been held up until certain matters in connection with his contract have been settled.

We note that the Tum-a-lum Lumber Company has claims against Mr. Johnson and against I. A. Dempsey and suggest that they also file notice of their claim with the Secretary of State in accordance with Chapter 280 of the Oregon Laws for 1931, a mimeographed copy of which we inclose.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

FRANK G. DICK
ATTORNEY-AT-LAW
THE DALLES, OREGON

Nov. 20th, 1931

State Highway Commission
Salem, Oregon

Gentlemen:

The Dalles Iron Works has received a check from C. R. Johnson, Inc., pertaining to contract 1255 of The Dalles-Biggs improvement. The check has been sent through the bank long enough to be paid we believe and Mr. Kirk decided that I had better write and let you know this fact, in view of our previous correspondence.

However, the Tum-a-lum Lumber Co. of this place presented a bill of $12.17 against Mr. C. R. Johnson, Inc. and one against I. A. Dempsey, representing to be a sub-contractor under Johnson for $58.10.

Most respectfully yours,

Frank G. Dick
7.e.

FGD:FC

final payment will be released to Mr. Johnson. I can state this, however, that no further payments will be made to him until certain matters in connection with this contract have been investigated. Indications are that it will be some little time before final payment is made.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBO:AJ

PP 37

November 21, 1931

Mack-International Motor Truck Corporation,
285 Oregon St.,
Portland, Oregon.

Attention of Mr. H. H. Harwood, Manager.

Gentlemen:

Reply is made to your inquiry of the 20th instant, as to when final payment will be made to C. R. Johnson in connection with the contract awarded to him by the State Highway Commission for the re-grading and resurfacing of The Dalles-Biggs Section of the Columbia River Highway.

I am unable to state at this time just when final payment will be released to Mr. Johnson. I can state this, however, that no further payments will be made to him until certain matters in connection with this contract have been investigated. Indications are that it will be some little time before final payment is made.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBO:AJ

International Motor Truck Corporation
TRUCKS BUSSES FIRE APPARATUS LOCOMOTIVES

Mack

285 OREGON STREET, AT WILLIAMS AVENUE

PORTLAND

November 20th, 1931

Mr. Roy Klein
c/o Oregon State Highway Commission
Salem, Oregon

Dear Mr. Klein:

We are interested in knowing when the final estimate will be made on the C. R. Johnson construction job from The Dalles to Biggs, and approximately what date the check for the final payment will be made to Mr. Johnson.

If there is any way you could advise us of this fact, we would greatly appreciate the information.

With very kind personal regards, I am

Yours very truly,

W. W. Harwood

W. W. Harwood
Manager

WWH L

ANSWERED
H. B. G.

RECEIVED
NOV 21 1931
OREGON STATE HIGHWAY COMMISSION

#1255
Wasco & Sherman Co.

PR 37

November 20, 1931

Miss C. L. Gavin,
City Attorney,
First National Bank Bldg.,
The Dalles, Oregon.

Dear Madam:

Receipt is acknowledged of your letter of November 18, in which you enclose affidavit, and notice of claim of Dalles City, a municipal corporation, against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and grading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1255. We note that you expect to file the notice of claim with the Secretary of State, which said claim is in the sum of $450.00, and is for the rental of the steam roller owned by Dalles City.

In accordance with our usual practice, we are notifying the surety regarding the City's claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

November 20, 1931

Federal Surety Company of Iowa,
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We have received notice from the City Attorney of The Dalles that Dalles City, a municipal corporation, has a claim against C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract No. 1254.

The claim is in the sum of $450.00 and is for the use of Dalles City steam roller from June 1, 1931, to September 1, 1931, at the rate of $150.00 per month.

This information is furnished you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC C. R. Johnson
Exchange Bldg.
Portland, Oregon

C. L. Gavin
CITY ATTORNEY
606 FIRST NATIONAL
BANK BUILDING
THE DALLES, ORE.

November 18, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

Enclosed herewith find affidavit of Dalles City that C. R. Johnson, who held State Highway Contract No. 1255, is indebted to Dalles City in the sum of $450.00; and also a copy of the notice that we expect to make a claim against his bond for such amount.

Respectfully yours,

C. L. Gavin
City Attorney

CLG:S

2 Encls.

RECEIVED
NOV 19 1931
OREGON

To the

State Highway Department,
State of Oregon.

Secretary of State,
State of Oregon.

Sirs:

Notice is hereby given that the undersigned Dalles City, a municipal corporation, has a claim for machinery and materials furnished in the sum of $450.00, namely, the use of Dalles City steam roller from June 1, 1931, to September 1, 1931, three months, at the rate of $150.00 per month, against the bond taken from C. R. Johnson, as Principal, and the Federal Surety Company of Iowa, as Surety, for the work of said C. R. Johnson upon Contract No. 1255 in the widening and regrading of The Dalles-Biggs section of the Columbia River Highway.

Dated November 18, 1931.

DALLES CITY,

By Judd Fish
Recorder

RECEIVED
NOV 19 1931
OREGON
STATE HIGHWAY COMMISSION

State of Oregon)
)ss.
County of Wasco)

I, Judd S. Fish, Recorder of Dalles City, Wasco County, Oregon, a municipal corporation, being first duly sworn, state: That C. R. Johnson, also doing business as C. R. Jonnson Company, is indebted to Dalles City in the amount of $450.00, being for material and machinery furnished, which was used in Contract 1255 of said C. R. Johnson from the State Highway Department of the State of Oregon in the widening and regrading of The Dalles-Biggs section of the Columbia River Highway, and that no payment has been made upon said account.

Judd S Fish

Subscribed and swomn to before me this 18th day of November, 1931.

C. L. Gavin
Notary Public for Oregon
My Commission Expires Oct. 5, 1932.

RECEIVED
NOV 19 1931
STATE HIGHWAY COMMISSION
OREGON

November 20, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of November 19th in which you inclose three copies of the notice of claim which has been filed in your office by C. L. Gavin, City Attorney, The Dalles, Oregon, which claim is that of Dalles City for materials furnished in the sum of $490.00 to C. R. Johnson in connection with his contract for the regrading of The Dalles-Biggs Section of the Columbia River Highway, state highway contract No. 1255.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PH

November 20, 1931

Federal Surety Company of Iowa
Fred A. Schlick Company, Agents
Corbett Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by C. L. Gavin, City Attorney, The Dalles, Oregon, which claim is that of Dalles City and is for materials furnished in the sum of $450.00 to C. R. Johnsen in connection with the contract for the regrading of The Dalles-Biggs Section of the Columbia River Highway, state highway contract No. 1255.

This information is given you since you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Building
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 19, 1931

RECEIVED
NOV 20 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from C. L. Gavin, City Attorney, The Dalles, Oregon, and filed as of this date, a notice of claim by Dalles City for materials furnished in the sum of $450.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs section of the Columbia River Highway, State Highway contract No. 1255.

We are enclosing a copy of this notice herewith for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

COPY

To the
State Highway Department,
State of Oregon.

Secretary of State,
State of Oregon.

Sirs:

Notice is hereby given that the undersigned Dalles City, a municipal corporation, has a claim for machinery and materials furnished in the sum of $450.00, namely, the use of Dalles City steam roller from June 1, 1931, to September 1, 1931, three months, at the rate of $150.00 per month, against the bond taken from C. R. Johnson, as Principal, and the Federal Surety Company of Iowa, as Surety, for the work of said C. R. Johnson upon Contract No. 1255 in the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway.

Dated November 18, 1931.

(SEAL) DALLES CITY.

By JUDD S. FISH
Recorder

State of Oregon }
} ss.
County of Wasco }

I, Judd S. Fish, Recorder of Dalles City, Wasco County, Oregon, a municipal corporation, being first duly sworn, state: That C. R. Johnson, also doing business as C. R. Johnson Company, is indebted to Dalles City in the amount of $450.00, being for material and machinery furnished, which was used in Contract 1255 of said C. R. Johnson from the State Highway Department of the State of Oregon in the widening and regrading of The Dalles-Biggs section of the columbia River Highway, and that no payment has been made upon said account.

JUDD S. FISH

Subscribed and sworn to before me this 18th day of November, 1931.

C. L. GAVIN
Notary Public for Oregon
My Commission expires Oct. 5, 1932.

(SEAL)

Endorsed: File No. 1043
Filed November 19, 1931
HAL E. HOSS,
Secretary of State.

#1255
Wasco + Sherman
PR 37

J. N. HART

November 18, 1931

Mr. J. N. Hart,
Attorney at Law,
Railway Exchange Building,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 10th instant, advising us as to the claim of I. A. Dempsey for subcontract work performed for C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, being otherwise known as State Highway Contract No. 1255.

We have previously been informed as to the insolvency of the Federal Surety Company of Iowa, who appear as surety on the bond furnished by Mr. Johnson in connection with his contract, and we have instructed our Auditor to withhold the making of further payments to Mr. Johnson until the matter of claims and the status of the surety have been definitely decided and determined upon.

According to our records, there is still owing and payable to C. R. Johnson the sum of $5,261.58 as retained percentage; there is also money owing to Mr. Johnson for work accomplished since the payment of the previous estimate. This estimate is now being checked by us and we cannot, therefore, state at this time what amount is due.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

HART
ATTORNEY AT LAW
515 RAILWAY EXCHANGE BUILDING
PORTLAND, OREGON

November 10, 1931

RECEIVED
NOV 11 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State House
SALEM, Oregon

Gentlemen:

During the month of January, 1931, the Oregon State Highway Commission entered into a contract with C. R. Johnson for construction work on The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

C. R. Johnson sub-let to I. A. Dempsey the hauling of all excavated and survaced materials on this contract. Under the terms of the contract of Mr. Dempsey with Johnson, he was entitled to 13 cents a yard for all excavated materials hauled, and 12 cents a yard for all survacing materials hauled. The contract provided that Dempsey was to be paid by Johnson at the same time and in the same manner as Johnson was paid by the Highway Commission. According to the terms of the contract between Dempsey and Johnson, Dempsey has a retained percentage due him as the balance on this contract in the sum of $4,385.80. In addition to the retained percentage, Johnson is further indebted to Dempsey, the exact amount of which cannot be determined until the final estimate is completed by the State Highway Engineers. The Federal Surety Company, which bonded C. R. Johnsnn, is now in the hands of a receiver, and we are doubtful as to Johnson's ability to pay the balance due to Mr. Dempsey. We understand from Mr. Glaisyer, the Secretary of the Commission, that the semi final estimate was paid to Mr. Johnson sometime ago and that Mr. Johnson was paid the retained percentage with the exception of three per cent, but Mr. Johnson has failed to pay Mr. Dempsey his portion of this retained percentage.

As we understand the contract between the Highway Commission and C. R. Johnson, the Commission has the right on this contract to withhold from C. R. Johnson such money as may be necessary to pay any claim or claims incurred by Johnson on this contract. We request that before the final estimate is paid to Johnson, that we be notified so that we may file an accurate statement of Mr. Dempsey's account,and we request furtherthat the amount of money due Dempsey be paid direct to him, rather than to C. R. Johnson.

Very truly yours,

By Clarence A. Hart

CAP-CH

#1255

pp 37

November 18, 1931

Mr. J. B. Pfouts,
Attorney at Law,
Board of Trade Building,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 17th instant, advising us as to the claim of I. A. Dempsey for sub-contract work performed for C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of theColumbia River Highway in Wasco and Sherman Counties, being otherwise known as State Highway Contract No. 1255.

We have previously been informed as to the insolvency of the Federal Surety Company of Iowa, who appear as surety on the bond furnished by Mr. Johnson in connection with this contract, and we have instructed our Auditor to withhold the making of further payments to Mr. Johnson until the matter of claims and the status of the surety have been definitely decided and determined upon.

According to our records, there is still owing and payable to C. R. Johnson the sum of $3,981.58 as retained percentage; there is also a further sum owing to Mr. Johnson for work accomplished since the payment of the previous estimate. This estimate is now being checked, and we cannot, therefore, state just what amount is due.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

ATWATER 3552

J. B. PFOUTS
ATTORNEY AT LAW
820 BOARD OF TRADE BUILDING
PORTLAND, OREGON

ANSWERED
B G

RECEIVED
NOV 18 1931
OREGON
STATE HIGHWAY COMMISSION

November 17, 1931

Oregon State Highway Commission
State House
Salem, Oregon

Gentlemen:

During the month of January, 1931, the Highway Commission let a contract to C. R. Johnson for construction work on the Upper Columbia River Highway between Dayton and The Dalles, Oregon, in Sherman and Wasco Counties. C. R. Johnson furnished a bond to the Highway Commission, which was executed by the Federal Surety Company. We understand that the Federal Surety Company is in financial difficulties and probably is in the hands of liquidators.

Sometime ago, the Highway Commission paid to C. R. Johnson the semi-final estimate which included all of the retained percentage except 3%, which is now withheld.

C. R. Johnson sub-contracted part of this work to a man by the name of I. A. Dempsey of Rickreall, Oregon, and in the contract between Dempsey and Johnson, Johnson agreed to pay Dempsey in the same manner and at the same time that he was paid by the Oregon State Highway Commission, but so far Johnson has failed to remit to Dempsey his proportion of the retained percentage.

I. A. Dempsey, when he entered into the sub-contract with C. R. Johnson, furnished to C. R. Johnson a performers bond, which was executed by the Fidelity and Casualty Company of New York and on or about September 1, 1931, Dempsey got into some financial difficulties himself, and at that time assigned all moneys due or to become due to him from Johnson to the Fidelity and Casualty Company of New York. I represent the Fidelity and Casualty Company of New York and a few days ago I had them jointly with I. A. Dempsey file a claim in this case with the Secretary of State.

Because of the insolvency of the Federal Surety Company and the attitude of C. R. Johnson in his failure to pay over to the Fidelity and Casualty Company and I. A. Dempsey any portion of the retained percentage, it is our desire that you not pay any further funds to C. R. Johnson on this contract without first notifying us that the payment is to be made, so that we can protect our interest in this matter and also the interest of I. A. Dempsey. The exact amount of money due from C. R. Johnson to I. A. Dempsey and the Fidelity and Casualty Company of New York, cannot be determined until the final estimate is submitted and when the final estimate is ready for payment, we would appreciate your notifying us so that we can look over the same and determine the amount of money to which I. A. Dempsey and the Fidelity and Casualty Company are entitled.

We understand that under the terms of the contract between the Highway Commission and C. R. Johnson that you have the right, if you see fit to do so, to withold from the original contractor sufficient money to pay any outstanding claims against C. R. Johnson, and we thought that it might be possible in this case to gain your cooperation along this line.

We would appreciate your cooperation with us in this matter.

Very truly yours

JBP AL

#1255
Warm Springs
pg 37

November 14, 1938

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sirs

This is to acknowledge receipt of your letter of November 12th in which you inclose three certified copies of the notice of claim which has been filed by J. M. Hart, Attorney, Portland, Oregon, for his client I. A. Dempsey and The Fidelity & Casualty Company of New York. The claim is for labor furnished in the sum of $6000.00 for work on the The Dallas-Riggs Section of the Columbia River Highway, state highway contract No. 1255.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

November 14, 1931

Federal Surety Company of Iowa
Fred A. Schlick Company, Agents
Corbett Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by J. N. Hart, Attorney, Portland, Oregon. The claim is that of I. A. Dempsey and The Fidelity & Casualty Company of New York and is for labor furnished in the sum of $6000.00 in connection with the regrading of the The Dalles-Biggs Section of the Columbia River Highway, state highway contract No. 1255.

This information is given you since you appear as surety on the bond furnished by C. R. Johnson to whom the above mentioned contract was awarded.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

Inc.

cc C. R. Johnson
414 Exchange Building
Portland, Oregon

...OSS
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 14 1931
OREGON
STATE HIGHWAY COMMISSION

November 12, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from J. N. Hart, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by I. A. Dempsey and The Fidelity & Casualty Company of New York, for labor furnished in the sum of $6000.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company, surety, for work on the The Dalles-Biggs section of the Columbia River Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing a copy of the letter from Mr. Hart requesting a copy of the contract of C. R. Johnson.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

COPY

J. N. HART
Attorney at Law
515 Railway Exchange Building
Portland, Oregon

November 10, 1931

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Enclosed please find notice of claim of I. A. Dempsey and The Fidelity & Casualty Company of New York in connection with the road contract of C. R. Johnson for excavating and hauling performed under contract of C. R. Johnson on The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

Please file this notice of claim and forward me copy of contract of C. R. Johnson showing the number of said contract.

Very truly yours,
J. N. HART
BY CLARENCE A. POTTS
CLARENCE A. POTTS.

CAP-CH

COPY

NOTICE OF CLAIM

TO THE STATE OF OREGON, AND TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned contractor, I. A. Dempsey, and The Fidelity & Casualty Company of New York, the assignee under said contract, have a claim for hauling of excavated and surfacing materials in the sum of $6,000.00 against the bond taken from C. R. Johnson, which bond was executed by the Federal Surety Company, as surety, for the work of excavating and hauling and surfacing The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, said contract having been executed by said C. R. Johnson.

Dated this 10th day of November, 1931.

THE FIDELITY & CASUALTY COMPANY OF NEW YORK

D. W. DAVIDSON
Attorney-in-Fact.

I. A. DEMPSEY.

Endorsed: File No. 1040
Filed November 12, 1931
HAL E. HOSS,
Secretary of State.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by I. A. Dempsey and The Fidelity & Casualty Company of New York for labor performed in the sum of $6,000.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company, surety, for work on The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, with the original notice filed in the office of the Secretary of State on November 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of November, A. D. 1931.

Hal E. Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by I. A. Dempsey and The Fidelity & Casualty Company of New York for labor performed in the sum of $6,000.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company, surety, for work on The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, with the original notice filed in the office of the Secretary of State on November 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12 day of November, A. D. 1931.

Hal E. Hoss
Secretary of State

Alex Phillips
DEPUTY

PR 37

November 4, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed three signed copies of modified agreement covering the Seufert-Deschutes River Section, Project No. 37.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EM.

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

In reply please refer to File No. Oregon Emergency F.A.P. 37

New Post Office Bldg.,
Portland, Oregon

October 23, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith three copies of proposed Project Agreement, as amended, for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

Encls.

Sanjet - Deschutes River

Modif. to permit collection of additional Emergency funds.

RECEIVED
OCT 26 1931

PR 37

November 2, 1931

Mr. Frank G. Dick,
Attorney at Law,
The Dalles, Oregon

Dear Sir:

Complying with your request of the 31st ult., I am handing you herewith a certified copy of the contract and bond with respect to the work being done for the State Highway Commission by C. R. Johnson, (State Highway Contract #1255--widening and regrading of the The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

I also enclose copy of Chapter 280 of the laws for Oregon, 1931, regarding the filing of claims.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

MBG:AJ

FRANK G. DICK
ATTORNEY-AT-LAW
THE DALLES, OREGON
Oct. 31st, 1931

RECEIVED
NOV 1931

State Highway Commission
Salem, Oregon

Gentlemen:

The Dalles Iron Works has had some correspondence with you about the contract of C. R. Johnson, contract No. 1255, widening the road from The Dalles, to Biggs, Oregon. You advised filing a claim and that claim has been filed and the Secretary of State has admitted receipt of it.

The Dalles Iron Works is very much concerned about the indebtedness because of statements by the Bond Company's attorney and agent, to the effect that the Surety Company (Federal Surety Company of Iowa) is insolvent.

Mr. Kirk of The Dalles Iron Works fears that this matter might leave the hands of the State Department and there would be no responsible person to sue in order to get the claim paid.

We thought it best, that notwithstanding the certificate of the contractor, to the effect that all claims be paid, which might be filed in your office at any time, that you consider The Dalles Iron Works' claim unpaid until you receive notice. To protect you, we will wire you immediately upon the claim being paid, and unless we do wire you that it has been paid, I wish you would treat it as unpaid until we find just where we do stand.

We would like a copy of the bond and

ANSWERED
H. B. G.

contract because we want to sue on the claim if it is not paid at once, as it is long over due. I do not know whether demand ought to be made on you for a copy of the bond and contract or on the Secretary of State, but I rather think it is you. I wish you would send these documents at once, so that we might get the question going.

I see no reason why we could not attach the money in the State Department even though the Bond Company is insolvent.

Most respectfully yours,

H. G. Daly

FGD:FC

CONTRACT #1255,

PR 37 The Dalles-Biggs Sec., Regr. 1931

1255 Folder # 1

#12
Wigget
Sherman

PRP 37

October 29, 1931

The Dalles City Street Department,
Court House,
The Dalles, Oregon.

Attention: A. F. Cook.

Gentlemen:

In response to your inquiry of October 26th we wish to advise that final settlement has not yet been made with C. R. Johnson in connection with his contract No. 1288 for the construction of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

All the work on this contract has been completed and the final estimate is now being checked in this office. It is expected that final payment will be made within the next thirty days. The bond furnished by Mr. Johnson in connection with this contract was by the Federal Surety Company of Iowa for whom Fred A. Schlick Company, Corbett Bldg., Portland, Oregon, are resident agents.

Very truly yours,
STATE HIGHWAY COMMISSION,
By
Secretary.

Dict. by J. McFarland.

~~ENGINEER~~

~~COUNTY ENGINEER~~

COURT HOUSE

THE DALLES, ORE.

October 28th, 1931.

The Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Please let us know if the Johnson Contracting Co. who were recently working on the Columbia River Highway between The Dalles and Deschutes River have received their final payment on this work- also the name of the bonding company who furnished this surety bond.

We require this information for our records.

Thanking you we are

Very truly yours,

Dalles City Street Dept

By A. F. Cook.
A F Cook

RECEIVED
OCT 29 1931
OREGON
STATE HIGHWAY COMMISSION

pp 37

The Bank of California

October 29, 1931

The Bank of California,
Portland,
Oregon.

Attention of Frederick Greenwood, Asa't. Mgr.

Gentlemen:

We are in receipt of your inquiry of October 27th, regarding monies due Mr. C. R. Johnson on his contract, which was awarded to him by the State Highway Commission, for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

This project was completed on September 5, 1931, and the amount of the retained percentage is $3,981.58. The final estimate is now being checked by us and we cannot, therefore, state just at this time what the amount of the final payment will be. It is anticipated that the final payment on this contract will be made in about thirty days.

Trusting that we have furnished you with the desired information, we are

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1255

The Bank of California

NATIONAL ASSOCIATION

Portland, Oregon

CODES USED
A.I.
LIEBER
BENTLEY'S
BROOMHALL
WESTERN UNION
A.B.C. 5TH EDITION
PETERSON 3RD EDITION

October 27, 1931

State Highway Commission
Salem, Oregon

Attention - Mr. Glaisyer

Gentlemen:

We shall appreciate your giving us information as to the status of the highway construction contract near The Dalles, Oregon, which has been completed by Mr. C. R. Johnson, one of our clients.

We are particularly interested in the amount now due Mr. Johnson under the contract and the approximate date when payment can be expected. As we understand it, the job has been accepted and final payment and retained percentage will be paid to Mr. Johnson in the near future.

Yours very truly,

Fremont Greenwood

FG FK

Assistant Manager

RECEIVED
OCT 28 1931
STATE HIGHWAY COMMISSION
OREGON

#1255

PR 37

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 1009 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 2545

FRED ROSS
ASSOCIATE

October 27, 1931

State Highway Commission
Salem, Oregon

Dear Sirs:

In accordance with your letter of October 23, there is enclosed herewith a corrected affidavit in regard to the claim of John Berko against C. R. Johnson.

Yours very truly

BH

RECEIVED
OCT 28 1931
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Multnomah)

I, B. A. Green, being first duly sworn, depose and say that I am attorney for John Berko; that I have been informed and believe and have received a statement from said John Berko that he has due from C. R. Johnson and the bondsman thereon in approximately the sum of $107.45 for work, labor and services rendered during the months of June and July, 1931, this being against the said C. R. Johnson and the said bondsman in relation to the work of straightening the curves on the Columbia River Highway, from The Dalles to the mouth of the Deschutes River. That I make this affidavit for the purpose of securing a certified copy of said contract and bond for said John Berko and other claimants on said work.

B. A. Green

Subscribed and sworn to before me this 27th day of October, 1931.

Lewis V. Swaboney

Notary Public for Oregon

My commission expires
November 19, 1932

#1255
Wasco
Sherman Co.

PR37

October 26, 1931

Federal Surety Company of Iowa
Fred A. Schilick Co. Inc., Agents
Corbett Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the letters which we have received from M. M. A. Twiss in which he states that he has claims against I. A. Dempsey and C. R. Johnsen. These claims are in connection with the contract awarded Mr. C. R. Johnsen for the regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, state highway contract #1255.

This information is given you since you appear as surety on the bond furnished by C. R. Johnsen in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnsen
414 Exchange Building
Portland, Oregon

October 26, 1931

Mr. R. A. Twiss
Auto Electrician
The Dalles, Oregon

Dear Sirs

Acknowledgment is made of the receipt of your letter of the 22nd instant in which you inclose copies of letter that you have written to C. R. Johnson. and I. A. Dempsey demanding the settlement of their accounts with you.

It is presumed that your accounts against these men are for services rendered them in connection with the contract awarded Mr. C. R. Johnson for the regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, being state highway contract #1255.

In connection with this contract Mr. Johnson was required to furnish the state with a surety bond for the protection of claims incurred against the project. This bond was written by the Federal Surety Company of Iowa for whom Fred A. Schlick Co. Inc. are agents with offices in the Corbett Building, Portland, Oregon. Would suggest that you take the matter up with the bonding company, it may be that you can secure satisfaction by so doing' otherwise you have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280 of the Oregon Laws for 1931, a mimeographed copy of which is inclosed.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

...IDAIRE
DELCO LIGHT

ATWATER KENT
RADIOS

R. A. TWISS

AUTO
ELECTRICIAN

THE DALLES, OREGON

Oct.22,1931

Mr.C.R.Glayser
Sec't State Highway Comm.
Salem Oregon;

Dear Sir;

I am enclosing two letters that I have written to the contracter and a sub-contractor for the Columbia Highway widening work that was done this summer.

My reason for sending you copies of these letters is to ask your assistance in closing these accounts.I will advise you promptly when remittance is received from either.party.

In event that the contractor has been paid in full I would appreciate advise from you to that effect.

Thanking you in advance I am,

Very Truly Yours,

R A Twiss

ANSWERED
H. B. G.

FRIGIDAIRE
DELCO LIGHT

ATWATER KENT
RADIOS

R. A. TWISS

AUTO
ELECTRICIAN

THE DALLES, OREGON

Oct.22,1931

Mr.I.A.Dempsey
C/ C.R.Johnson Co.
614-Railway Exchange Bdlg.
Portland Oregon.

Dear Sir;

Your account which was opened in March and closed Sept. Aug.13, is past due with purchases made during July and August unpaid. The July 1st, statment was paid Aug.12th.

The amount due is $12.30 and as you have finished your contract I would appreciate it if you will forward us a remittance and close the account.

Very Truly Yours,

copy

FRIGIDAIRE
DELCO LIGHT

ATWATER KENT
RADIOS

R. A. TWISS

AUTO
ELECTRICIAN

THE DALLES, OREGON

Oct.22,1931

Mr.C.R.Johnson Inc.

Railway Exchange Bdlg.

Portland Oregon,

We appreciate very much the business that you gave us this summer and acknowledge payment of your account including your purchases up to July 1st.which was paid Sept.1st,.Purchases for August are not paid and amount to $17.14.

Will you kindly forward us a check for this amount or advise when we may expect same.

Very Truly Yours,

Copy

#1255

PR 37

October 23, 1931

Federal Surety Company of Iowa,
Fred A. Schlick Company, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice filed on October 21, 1931, in the office of the Secretary of State regarding a meat account of $419.84 due to Schlesser Bros. Market, charged against Mrs. Ethel Booker who operated the cook house for L. A. Dempsey, subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Sherman and Wasco Counties, Contract #1255.

This information is furnished you as you appear as the surety on the bond furnished by Mr. C. R. Johnson in connection with the above described project..

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC C.R. Johnson
Exchange Bldg.,
Portland, Ore.

October 23, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of your letter of the 21st instant, together with copies of notice of claim filed by Schlesser Bros. Market, The Dalles, Oregon, being a meat account of $419.84 charged against Mrs. Ethel Booker who operated the cook house for I. A. Dempsey, subcontractor under C. E. Johnson, to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Bigge Section of the Columbia River Highway in Sherman and Wasco Counties, State Highway Contract #1255.

A copy of the notice is being forwarded to the contractor, and also a copy to his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 21, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a letter from Schlesser Bros. Market, who have a meat account of $419.84 charged against a Mrs. Ethel Booker who operated the cook house at the mouth of the Deschutes River for a Mr. I. A. Dempsey, subcontractor, from C. R. Johnston and Company, principal, and Fidelity & Casualty Co., surety.

We are enclosing herewith copies of this letter for your information and files, and will ask that you kindly acknowledge receipt of the same.

Yours very truly,

Hal E Hoss

Secretary of State.

EL:HM
encs.

#1255

PR 37

October 23, 1951

Federal Surety Company of Iowa,
Fred A. Seiliok Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We have been informed that John Berne has a claim against C. E. Johnson, in the sum of $107.45, for work, labor and services rendered in connection with the contract awarded to Mr. Johnson by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract #1255.

This information is transmitted to you as you appear as surety on the bond furnished to the State by the contractor in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC C E Johnson
Exchange Building
Portland

October 23, 1951

Mr. B. A. Green,
Attorney at Law,
Corbett Building,
Portland, Oregon.

Dear Sir:

Responding to your request of the 22nd instant, I am handing you herewith a certified copy of the contract awarded by the State Highway Commission to C. R. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State Highway Contract #1286.

Will you kindly send us a revised affidavit of claim, the one previously submitted being made out against Homer Johnson and, therefore, incorrect in that respect.

Very truly yours,

STATE HIGHWAY COMMISSION

By _____
Secretary

HBG:AJ

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 1009 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 2345

FRED ROSS
ASSOCIATE

October 22, 1931

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Replying to your letter of October 16 regarding copy of State Highway Commission contract 1255, we would like to have a certified copy of the contract and bond of C. R. Johnson.

Yours very truly

B. A. Green

LVL:BH

ANSWERED
H. B. G:

October 16, 1931

Mr. B. A. Green,
Attorney at Law,
Corbett Building,
Portland, Oregon.

Dear Sir:

We have your letter of the 16th instant, requesting a certified copy of the contract and bond of Homer Johnson for the work of straightening the curves on the Columbia River Highway from The Dalles to the south of the Deschutes River.

This work, which is described as 13.0 miles of widening and regrading the The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, was awarded to Mr. C. R. Johnson, 414 Exchange Building, Portland, by the State Highway Commission and is State Highway Contract #1255. Of course, it may be that Homer Johnson is a sub-contractor under C. R. Johnson.

We shall be glad to furnish you with a certified copy of the contract and bond of C. R. Johnson, if it is what you wish.

Kindly let us know.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ Secretary

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 1008 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 3345

FRED ROSS
ASSOCIATE

RECEIVED
OCT 17 1931
OREGON
STATE HIGHWAY COMMISSION

October 16, 1931

State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing herewith an affidavit, made for the purpose of securing a copy of the contract and bond of Homer Johnson for the work of straightening the curves on the Columbia River Highway from The Dalles to the mouth of the Deschutes River. I should be pleased to receive this at your earliest convenience.

Yours very truly
B. A. Green

C. R. Johnson
1233

LVL:BH

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Multnomah)

I, B. A. Green, being first duly sworn, depose and say that I am attorney for John Berko; that I have been informed and believe and have received a statement from said John Berko that he has due from Homer Johnson and the bondsman thereon in approximately the sum of $107.45 for work, labor and services rendered during the months of June and July, 1931, this being against the said Homer Johnson and the said bondsman in relation to the work of straightening the curves on the Columbia River from The Dalles to the mouth of the Deschutes River. Highway. That I make this affidavit for the purpose of securing a certified copy of said contract and bond, for said John Berko and other claimants on said work.

B. A. Green

Subscribed and sworn to before me this 6th day of October, 1931.

Paul C. Kinsman

Notary Public for Oregon

My commission expires
November 19, 1932

#1255
Wong + Sherman

PR 37

October 21, 1931

Schlesser Bros. Market,
114 Second St.,
The Dalles, Oregon.

Gentlemen:

Reply is made to your letter of the 20th instant, advising us of your claim in the sum of $419.84 against I. A. Dempsey, subcontractor under C. R. Johnson to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Sherman and Wasco Counties, State Highway Contract #1255.

We have no knowledge of the subcontract awarded to Mr. Dempsey, our dealings being entirely with C. R. Johnson, the original contractor whom we hold responsible for the satisfactory completion of the project and for the payment of claims incurred against the work, whether by himself or by subcontractors under him.

In connection with this project, Mr. Johnson furnished the State with a surety bond for the protection of claims. This bond was written by the Federal Surety Company of Iowa for whom Fred A. Schlick Company are agents, with offices in theCorbett Building, Portland. It is suggested that you file notice of your claim with this surety company, and also with Mr. C. R. Johnson, and if you do not secure satisfaction by so doing, then you still have recourse to action in the courts. We would also suggest that you file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

October 21, 1931

Federal Surety Company of Iowa,
Fred A. Schlick Company,
Corbett Building,
Portland, Oregon.

Gentlemen:

We have today received advice from Schlosser Bros. Market, 114 Second Street, The Dalles, Oregon, that I. A. Dempsey, subcontractor under C. R. Johnson to whom the State Highway Commission awarded the contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Sherman and Wasco Counties, is indebted to them in the sum of $419.84 for meats furnished to the subcontractor.

This information is being transmitted to you, as you appear as the surety on the bond furnished by C. R. Johnson in connection with the above described project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBS:AJ

CC C. R. Johnson,
Exchange Bldg.,
Portland, Ore.

PHONE 718

SCHLESSER BROS. MARKET

114 SECOND STREET

THE DALLES, ORE. Oct. 20,1931.

Secretary of State Highway Commission,
Salem, Ore.

Dear Sir:

We have a meat account of $419.84 charged against a Mrs. Ethel Booker who operated the cook house at the mouth of the Deschutes River for a Mr. I.A.Dempsey,who sub-contracted from C.R.Johnston and Co. He is under a $25,000 Bond furnished by the Fidelity and Casuality Co. whose agents are Seeley and Co. Board of Trade Building, Portland, Ore.

This meat account is for July and August and this bonding Co. has been standing us off and we want to know if you can get this bonding Co. to pay right now. We sold meats on a close margin and ordinarily meats are cash and we consider it very unfair to be held up like this.

Awaiting your early reply,and thanking you in advance, we are,

Yours respectfully,

Schlesser Bros. Market

By [signature] Mgr.

1255

ANSWERED
H. B. G.

PR 37

October 21, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of October 19th, we have prepared a revised statement showing the engineering and contingencies which occurred on Project No. 37-A, which statement shows an itemized cost of sprinkling by state forces. Due to eliminating the item of equipment rental, the total amount of engineering and contingencies occurring on this project has been reduced to $5,041.59, and we have, accordingly, prepared revised copies of the voucher, using this figure, and are enclosing four copies herewith.

Due to the mileage limitation applying on this work, we have assumed the total amount collectable from Federal Aid funds to be $7,494.56, and consequently the maximum Emergency funds collectable to be the difference between the total cost of the work, which is $78,579.48 and $7,494.56, or $71,084.92. Accordingly, this voucher is being submitted for the net amount of $3,585.72 to be paid from Emergency funds.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH.

encl.

PP37

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

October 19, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the voucher submitted October 6, 1931, on Oregon Emergency Federal Aid Project No. 37-A, in the amount of $13,971.26. The voucher submitted September 26, 1931, has been passed for payment in the amount claimed, $9,454.55. This brings the total previous payments of Federal Aid and Advance Funds to $7,000.00 and $67,221.20, respectively.

An error has also been made in extending the contingency item "Stripping Gravel Pit." The correct amount for this item is $588.05.

We have accordingly reduced this voucher and will recommend payment of $4,515.71 from Advance Funds. The total payments of Federal Aid and Advance Funds will then be $7,000.00 and $71,736.91 respectively.

This voucher will be held in this office pending the receipt of an itemized statement of the cost of sprinkling by State Forces. Kindly submit this statement as soon as possible in order that final payment of Emergency Funds may be made without delay.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

pff 37

UNITED STATES DEPARTMENT OF AGRICULTURE

Oct. 6, 1931.

Mr. W. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

In accordance with the suggestion in your letter of October 1st we are enclosing herewith six copies of estimate as basis for notified agreement on the Seufert-Deschutes River Section of the Columbia River Highway in Wasco County, Emergency Federal Aid Project No. 37 Suspended.

This estimate is submitted at this time in order to permit the payment of Emergency Funds to cover over-runs on this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Dict. by Parsons:WC
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

October 1, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The voucher for Oregon Emergency Federal Aid Project No. 37 Reop. covering the period August 11 to August 31, 1931, has been recommended for payment in the amounts submitted, $457.92 Post Roads and $8,996.63 Advance Funds.

Apparently the job is overrunning and it appears to us that the agreement might be modified to eventually permit the payment of Emergency Funds to cover the total cost of the work done to September 30. Since the allowable Federal Aid on this project is governed by the mileage limitation, all of the additional cost will be paid from Emergency Funds.

If such is your desire, please submit very promptly a revised estimate for use as the basis of modification.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
Sr. Highway Engineer

October 1, 1951

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The voucher for Oregon Emergency Federal Aid Project No. 57 Resp. covering the period August 11 to August 31, 1951, has been recommended for payment in the amounts submitted, $457.92 Post Roads and $8,996.08 Advance Funds.

Apparently the job is overrunning and it appears to us that the agreement might be modified to eventually permit the payment of Emergency Funds to cover the total cost of the work done to September 30. Since the allowable Federal Aid on this project is governed by the mileage limitation, all of the additional cost will be paid from Emergency Funds.

If such is your desire, please submit very promptly a revised estimate for use as the basis of modification.

Very truly yours,

W. H. LYNCH
District Engineer

By
J. A. Elliott
Sr. Highway Engineer

Oregon State Highway Department — Emergency Project No. 37 (Reap)

PROJECT - PROSPECTUS RIVER SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for reprofiling and bituminous macadam aggregate and estimated costs of constructing bituminous wearing surface.)

Salem, Oregon, Oct. 4, 1951.

Completed Work as Shown by Final Voucher

Final Cost of Roadway (excluding bridges over 20' span)		$257,[illegible].36
Engineering and contingencies		[illegible].42
	Total	$282,413.78
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing		82,077.84
Engineering and Contingencies		[illegible].82
	Total	$104,542.66
Total Cost on Completed Work		386,956.04
Federal Aid Paid on Roadway		157,082.30
" " " " Bridges		[illegible].20
	Total Federal Aid Paid	$105,494.50

Length of Roadway (excluding bridges)	12.501	Miles
" " Seufert Viaduct	0.042	"
" " Big Eddy Overcrossing	0.040	"
" " Dillon Overcrossing	0.032	"
Total Length	12.615	Miles
Cost per mile, Roadway	$20,248.79	
Fed. Aid Paid per Mile, Roadway	$12,677.21	

NEW WORK — ROADWAY

Bituminous Macadam Wearing Surface

6,700 cu. yds.	Grade "D" Rock in Stock Pile	$1.40	$ [illegible]
5,600 " "	" "C" " " " " "	1.40	7,[illegible].00
1,300 " "	" "B" " " " " "	1.50	[illegible].00
2,200 " "	" "A" " " " " "	1.80	[illegible].00
300 " "	Sand or Fine Screenings	0.00	0.00

@240,000 gals.	No. 5, Oil		80.075	$18,000.00
@ 16,750 sq. yds.	Constr. of Wearing Surface (Type "A")		3.40	56,950.00
@ 1,150 sq.yds.	Const. of Wearing Surface. (Type "B")		3.75	4,312.50
		Sub-total		$99,742.50
		10% Engr. & Contg.		9,974.25
		Total		$109,716.75

Revised length of projects

Sta.	1187/83.0 to Sta.	1406/89.0 and		
"	1605/00 to "	1706/00	(No. regrading work)	6.4104 "
"	1498/83.0 to "	1502/00	(On proposed future revision)	.0104 "
"	1502/00 to "	1848/48.8	(Regrading Unit)	5.6572 "
		Total Revised length of Project (Gross)		12.474 "
		Length 3 Bridges		0.114 "
		Total Revised Length of Project (Net)		12.360 "

Cost per mile, bituminous treated proj. $8,978.75
" " " regrading project $15,817.42

Adjusted F. A. per mile, $157,065.38 @12.360 = $12,709.00

Deficiency, $\frac{20,000 - 16,709}{20,000}$ = .16455

Federal Aid per mile allowable on new work, $16,665.0 x .76455 = $8,805.78

Regrading, Dillon - Deschutes River Unit

All Required		Clearing and Grubbing	Lump Sum		$ 88.92
35,200	cu.yds.	Excav. Test of M. P. 1[illegible].4	$ .72		25,344.00
21,700	"	Common Excavation	.20		6,078.00
6,200	"	Intermediate "	.45		2,790.00
17,000	"	Solid Rock "	1.05		17,850.00
310	"	Tunnel Excavation	7.00		2,170.00
54,600	yds.sta.	Overhaul	.03		1,638.00
47,700	yd.mi.	Truck Haul	.16		7,632.00
15,400	cu.yds.	Gravel Topping	.28		4,312.00
28,500	yd.mi.	Hauling Grav. Topping	.14		3,990.00
5,200	cu.yds.	Salv. Surf. Matls.	.50		1,600.00
1,[illegible]00	"	Earth Filler	.30		[illegible].00
1,800	yd.mi.	Filler Haul	.13		234.00
120	lin.ft.	18" Corr. Galv. Iron Pipe	1.10		144.00

160	lin.	ft.	18"	Corr.	Galv.	Iron	Pipe	1.75	$ 280.00
110	"	"	24"	"	"	"	"	3.15	346.80
								$72,448.42
					10% Engr. & Cont.			7,244.84
					Total			$80,793.26

SUMMARY

Item	Total Cost	Federal Aid	Federal Aid Per Mile	Emergency Adv. Funds	State Funds
New Work, Roadway					
Bit. Mac.	$100,716.75	$60,276.75 (42.23%)	$5,574.00	- -	$41,440.00
Regrading, Adv. Fund Por.	80,732.82	7,424.82 (9.27%)	1,281.78	$73,308.70	- -
Totals (New Wrk)	$180,510.01	$75,771.29	- -	$73,308.70	$41,440.00
Old Work Roadway	362,416.78	167,082.80	12,700.00	- -	205,333.48
Totals (Roadway)	$542,926.79	$242,854.09	- -	$73,308.70	$246,773.50
3 Bridges	144,542.25	28,410.20	- -	- -	26,131.25
Totals (All Work)	$687,469.04	$271,264.49	- -	$73,308.70	$272,904.85

Federal Aid Per Mile

Sta. 1187/23.0 to Sta. 1685+00 and Sta. 1165/00 to Sta. 1098/00

New Work - Bituminous Macadam		$ 5,574.00
Old Work		12,700.00
	Total	$18,274.00

Sta. 1808/00 to Sta. 1848/43.5

New Work - Bituminous Macadam		$ 3,524.00
- Regrading		1,281.78
	Total (New Work)	$5,805.78
Old Work		12,700.00
	Total (All Work)	$18,514.78

State funds for Construction: Chapter 175, Laws 1917: Chapter 81, Laws 1920.

" " " Maintenance: Chapter 41, Laws 1927.

PRC 37

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

October 1, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The voucher for Oregon Emergency Federal Aid Project No. 25-A, covering the period August 11 to August 31, 1931, has been recommended for payment in the amounts submitted, $1,616.82 Post Roads and $2,594.54 Advance Funds.

Apparently this job is overrunning and it appears to us that the agreement might be modified to eventually permit the payment of 50% of the total cost of the work done to September 30. If such is your desire, please submit very promptly a revised estimate for use as the basis of modification.

Very truly yours,

W. H. LYNCH
District Engineer

By J. M. Elliott
Sr. Highway Engineer

Oct. 6, 1931.

Mr. W. M. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

In accordance with the suggestion in your letter of October 1st we are enclosing herewith six copies of estimate as basis for modified agreement in the construction of the Sherman County Section of the Columbia River Highway in Sherman County, Emergency Federal Aid Project No. 25-A.

This estimate is submitted at this time in order to permit the payment of fifty per cent. of the total cost of the work done to September 1st, there being an over-run of quantities on this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by Parsons:WC
Encl.

Oregon State Highway Department — Emergency Project No. 18 (Range)

ACROSS SHERMAN COUNTY SECTION

OF THE COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for regrading and bituminous aggregate and estimated costs for constructing bituminous macadam wearing surfaces.)

Salem, Oregon, October 6, 1932.

Completed Work as Shown by Final Vouchers

Final cost on roadway (excl. bridges over 20' span)	$306,807.[illegible]
Engineering and contingencies	[illegible]
Total - - - -	$367,[illegible]
Final cost of Fulton Canyon and Spanish Gulch Bridge	$ 28,[illegible]
Engineering and contingencies	[illegible]
Total - - - -	$ [illegible]
Total cost on completed work - - - -	$[illegible]
Federal Aid paid on roadway	$164,857.30
Federal Aid paid on bridges	12,987.81
Total Federal Aid (F. Y. 1931)	$177,845.11
Length of roadway, excluding bridges	14.733 Miles
Fulton Canyon Bridge 20 ft.	
Spanish Gulch Bridge (corrected length) 384.4 ft.	
Total - - - - - - 404.4 ft.	0.077 Mile
Length of Project, including bridges	14.810 Miles
Cost per mile, roadway	$ 24,928.82
Federal Aid paid per mile, roadway	$ 11,150.88

NEW WORK - ROADWAY

Bituminous Macadam Wearing Surface (Total Project)

7,400 cu. yds.	Grade "D" Rock in Stock Piles	$1.40	$10,360.00
6,300 cu. yds.	Grade "C" Rock in Stock Piles	1.40	8,820.00
2,800 cu. yds.	Grade "B" Rock in Stock Piles	1.50	4,190.00
2,800 cu. yds.	Grade "A" Rock in Stock Piles	1.50	4,190.00
600 cu. yds.	Sand or Fine Screenings	0.00	0.00
278,000 gals.	No. 3 Oil	0.075	20,850.00

18,800 cu. yds.	Constr. Wearing Surf. (Type "A")		$5.40	$85,920.00
700 cu. yds.	Constr. Wearing Surf. (Type "B")		5.75	3,825.00
		Sub-total		$114,994.00
		10% Engr. & Cont.		11,499.40
		Total		$126,284.40

Regrading (Sta. 264/33 to Sta. 317/49.2)

All Required	Clearing and Grubbing		$ 73.48
34,400 cu. yds.	Common Excav.	00.28	9,632.00
1,300 cu. yds.	Intermediate Excav.	0.45	585.00
5,300 cu. yds.	Solid Rock Excav.	1.05	5,565.00
4,800 yd. stn.	Overhaul	0.03	138.00
15,700 yd. mi.	Truck Haul	0.14	2,198.00
90 lin. ft.	12" Corr. Galv. Iron Pipe	1.10	99.00
560 lin. ft.	18" " " " "	1.78	630.00
108 lin. ft.	24" " " " "	3.25	341.25
80 lin. ft.	48" Concrete Pipe	8.25	247.00
12,700 cu. yds.	Gravel Topping	0.28	3,556.00
36,800 yd. mi.	Hauling Gravel Tr. Mats.	0.14	5,152.00
8,800 cu. yds.	Bitu. Surf. Mats.	0.50	1,400.00
1,060 cu. yds.	Earth Filler	0.50	518.00
1,700 yd. mi.	Filler Haul	0.16	272.00
700 lin. ft.	8" Perforated Concrete Pipe	0.45	315.00
530 cu. yds.	Gravel Backfill	1.00	530.00
			$31,180.18
	10% Engr. & Cont.		3,118.02
	Total		$34,304.70

Original length of project, excl. bridges 14.733 Miles
Revised length of roadway under Bit. Mac. Proj., excl. bridges 14.702 "
Cost per mile Bituminous Mac. Proj. $8,696.43

Original length of grading unit (Sta. 264/33 to Sta. 317/01.2)
(Excluding bridges) - - - - - - 4.812 Miles
Revised " " " " (Sta. 264/33 to Sta. 317/49)
(Excluding bridges) - - - - - - 4.775 Miles
Cost per mile, regrading project $7,184.24

Adjusted Fed. Aid per mile $184,837.50 ÷ 14.702 = $11,218.25

Deficiency $\frac{20,000 - 11,218.25}{20,000}$ = .43935

.43935 x $18,689.00 = $8,201.85

REMARK

Item	Total Cost	Federal Aid	Federal Aid per mile	Improvement Adv. Funds	State Funds
New Work					
Blk. Bse. Proj.	$123,384.30	$75,649.07 (61.23%)	$5,140.14	- -	$47,735.23
Regrading Work	34,204.72	15,819.72 (39.70+%)	2,152.11	$20,385.00	- -
	$160,089.29	$92,268.86	$6,201.85	$20,035.01	$47,735.23
Old Work					
Roadway	167,271.92	164,357.29	11,213.25	- -	2,914.63
All Work (Rdwy.)	$327,361.21	$257,126.15		$20,035.01	$50,649.86
2 Bridges	50,124.00	12,987.85		- -	37,136.15
(All Work)	$377,485.19	$270,113.98		$20,035.01	$87,786.01

517+40 to 284+35 Regrading and Blk. Bse. Surfaces

	Cost per mile	F. A. per mile
Old Work	$24,981.06	$11,216.25
New Work	15,720.66	2,152.11
Totals	$40,701.72	$13,415.10

284+35 to 0+00 0+00 to 283+45.5 Blk. Bse. Surfaces

	Cost per mile	F. A. per mile
Old Work	$24,981.06	$11,213.25
New Work	8,556.41	1,349.84
Totals	$33,577.48	$12,562.79

State funds for Constructions Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for Maintenance Chapter 41, Laws 1927.

#1255
Wasco + Sherman
PR 39

September 29, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sirs:

This is to acknowledge receipt of your letter of the 28th instant in which you inclose three copies of the notice of claim which has been filed by Walther-Williams Company for materials furnished in the sum of $141.00 in connection with C. E. Johnson's contract for the widening and re-grading of the Dalles-Biggs Section of the Columbia River Highway in Wasco & Sherman Counties.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

September 29, 1931

Federal Surety Company of Iowa
Fred A. Schlick Co.,
Corbett Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed by Walther-Williams Company for materials furnished in the sum of $141.00 in connection with C. R. Johnson's contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We are sending you this information since you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson Inc.
414 Exchange Building
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
SEP 29 1931
OREGON
STATE HIGHWAY COMMISSION

September 28, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from VanVactor and Childers, Attorneys, The Dalles, Oregon, and filed as of this date, a notice of claim by Walther-Williams Company for materials furnished in the sum of $141.00 against the bond taken from C. R. Johnson, Inc., principal, and Federal Surety Company of Iowa, surety, for work on the Columbia River Highway.

We are enclosing herewith for your information and files a copy of this notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Lindy

HM

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN: That the undersigned, Walther-Williams Company, a corporation, has a claim for Two 36 x 8 Firestone H. D. tires in the sum of One Hundred Forty-one Dollars ($141.00) against the bond taken from C. R. Johnson Incorporated of 414 Exchange Building, Portland, Oregon, principal, and Federal Surety Company of Iowa Surety, upon such bond for the work of repairing the Columbia River Highway between Dalles City, Wasco County, Oregon and the Deschutes River bridge on said Highway in Wasco County, Oregon.

WALTHER-WILLIAMS COMPANY

By HARRY E. WALTHER

Vice-President

Endorsed: File No. 1011
Filed September 28, 1931
HAL E. HOSS,
Secretary of State.

#1255

pp37

September 16, 1931

Paul W. Childers
Van Vactor & Childers
303-306 First National Bank Bldg.
The Dalles, Oregon

Dear Sirs

We hand to you herewith a certified copy of the contract and bond between the State Highway Commission and C. R. Johnson, Inc. for the regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, state highway contract No. 1255.

This contract is sent to you in accordance with your request of the 12th instant with which you inclosed a notice of the claim of Walther-Williams Company against C. R. Johnson in the sum of $141.00.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

VAN VACTOR & CHILDERS

September 16, 1931

Federal Surety Company of Iowa
Fred A. Schlick Co., Agent
Corbett Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in this office by Van Vactor & Childers, Attorneys at Law, in behalf of their client the Walther-Williams Company.

This claim is against C. R. Johnson, Inc. in connection with The Dalles-Biggs regrading contract and is in the sum of $141.00, being for two Firestone H. D. tires.

This information is given you since you appear as surety on the bond furnished in connection with the above mentioned contract, which is state highway contract No. 1255.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Bldg.
Portland, Oregon

L. VAN VACTOR

PAUL W. CHILDERS

VAN VACTOR & CHILDERS

ATTORNEYS-AT-LAW

303-306 FIRST NATIONAL BANK BLDG.

THE DALLES, OREGON

Sept 12, 1931

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Inclosed please find Affidavit of the Vice-President of Walther-Williams Company, a corporation, showing that materials had been furnished for the progress of the work of repairing the Columbia River Highway between The Dalles and Deschutes River by C. R. Johnson, Inc.

I am filing this Affidavit for the reason that we wish a copy of the contract and Bond between the State Highway Commission and the aforesaid C. R. Johnson, Inc.

Respectfully,

Paul W. Childers

PWC
:
K
INC. 1.

STATE OF OREGON)
ss.
County of Wasco)

I, Harry Walther, being first duly sworn say upon my oath that I am Vice-president and General Manager of Walther-Williams Company, Incorporated.

That on the 18th day of July, 1931, the above corporation sold and delivered to I. A. Dempsey, then of Miller, Oregon, two 36 x 8 Firestone H. D. tires for the sum of One Hundred Forty Dollars ($140.00) and incurred stage charges for One Dollar ($1.00) for delivering same.

That said tires were mounted on Mack International Motor Truck, Motor No. BA70793, factory number 5711997, 1932 License No. 73-161, which was used exclusively in the construction work above mentioned; and that payment for same has not been made.

Harry Walther

Subscribed and sworn to before me this 12th day of September, 1931.

Paul V. Clark

Notary Public for Oregon

My commission expires, Nov. 1, 1932

#1255
Wasco
Sherman Co

PR37

September 14, 1931

Federal Surety Co. of Iowa,
% Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of a letter that we have received today from Tipton & Manchester of The Dalles, Oregon, in connection with their claim against I. A. Dempsey, who is the sub-contractor under C. R. Johnson to whom the State Highway Commission awarded the contract for the widening and regrading of the The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, being State Highway Contract #1255. The amount of the claim is $212.05 for supplies and materials.

This information is sent to you as you appear as surety on the bond furnished by Mr. Johnson in connection with this project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBG:AJ

CC C. R. Johnson
Exchange Bldg.,
Portland, Ore.

September 14, 1931

Tipton & Manchester,
The Dalles,
Oregon.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 11th inst., in which you advise us of your claim in the sum of $212.05 against J. A. Dempsey who, you state, is the subcontractor under C. R. Johnson to whom the State Highway Commission awarded the contract for the widening and regarding of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, being State Highway Contract #1255.

In connection with this contract, C. R. Johnson was required to furnish the State with a surety bond for the protection of claims and the satisfactory completion of the project. This bond is offered as protection for your claim, notwithstanding the fact that it was incurred by the subcontractor.

The bond was written by Federal Surety Company of Iowa for whom Fred A. Schlick Co., are agents with offices in the Corbett Building, Portland, Oregon. We would suggest that you take the matter up with this surety company and if you secure no satisfaction by so doing, file notice of your claim with the Secretary of State in accordance with the provisions of Section 2981 of Oregon Laws for 1920, a mimeographed copy of which we enclose herein for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Tipton & Manchester

for Economical Transportation
CHEVROLET

The Dalles, Oregon

Sept. 11, 1931.

Mr. H.B.Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

At this time we desire to file our claim of $212.05 with your Commission covering supplies and material furnished on work from The Dalles east, in both Wasco and Sherman Counties.

Our supplies and material was furnished to Sub-Contractor I.A.Dempsey, operating under principal Contractor, C.R.Johnson Co.,

When acknowledging this claim you will kindly advise what further action upon our part is necessary at this time in order to fully protect our interests.

Very truly yours,

TIPTON & MANCHESTER,

BY _____
Credit Manager,

H/H

ANSWERED
H. B. G.

#1265
Mowatt Shaw

PR37

September 9, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 8th in which you inclose three certified copies of the claim of The Dalles Iron Works for labor and materials furnished in the sum of $1039.03 against C. E. Johnson for work on The Dalles Riggs section of the Columbia River Highway.

We are today forwarding a copy of this notice to the contractor and the surety on his bond.

Very truly yours
STATE HIGHWAY COMMISSION
By
Secretary

PW

September 9, 1931

Federal Surety Company of Iowa
Fred A. Schlick Co.
Corbett Building
Portland, Oregon

Gentlemen:

We inclose herewith a certified copy of the claim which has been filed in the office of the Secretary of State by The Dalles Iron Works for labor and materials furnished in the sum of $1039.03 to C. R. Johnson in connection with his contract for the Dalles-Biggs Section of the Columbia River Highway, contract No. 1255.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc C. R. Johnson
414 Exchange Building
Portland, Oregon

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 8, 1931

Oregon State Highway Commission
Oregon State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by The Dalles Iron Works for labor and materials furnished in the sum of $1039.05 against the bond taken from C. R. Johnson, Inc. for work on The Dalles-Biggs section of the Columbia River Highway, contract No. 1255.

We are enclosing herewith for your information and files, a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Lacy

RECEIVED
SEP 9 1931
OREGON
STATE HIGHWAY COMMISSION

J. B. Kirk

W. L. Kirk

THE DALLES IRON WORKS
Established 1905

Manufacturer of
Kimball cultivators

Cylinder boring, auto truck and tractor work
General Machine and Blacksmith work

Special attention
given to
OXY-ACETYLENE
WELDING
Marine, Mill and
Farm repair work

720-722 East Second Street
THE DALLES, OREGON, U. S. A.
September 4 1951.

Secretary of State,

Salem, Oregon.

Notice is hereby given that the undersigned, The Dalles Iron Works, has a claim for labor and material in the sum of $1039.03 against the bond taken from C. E. Johnson, Inc. for work of The Dalles-Biggs section of the Columbia River Highway in Wasco and Sherman Counties, known as Highway contract #1255.

THE DALLES IRON WORKS

By J. B. KIRK

Endorsed: File No. 1606
Filed September 6, 1951
HAL E. HESS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by The Dalles Iron Works for labor and material furnished in the sum of $1039.03 against the bond taken from C. R. Johnson, Inc. for work on The Dalles-Biggs section of the Columbia River Highway, contract No. 1255, with the original notice filed in the office of the Secretary of State on September 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of September, A. D. 1931.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by The Dalles Iron Works for labor and material furnished in the sum of $1059.03 against the bond taken from C. R. Johnson, Inc. for work on The Dalles-Biggs section of the Columbia River Highway, contract No. 1255, with the original notice filed in the office of the Secretary of State on September 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of September, A. D. 1931.

Hal E Hoss

Secretary of State

FORM S-C-1 P-82043 300 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

PRR 37

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

August 28, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 31 1931
OREGON STATE HIGHWAY COMMISSION

Dear Sir:

We are attaching hereto Extra Work Orders numbers 8 and 9 on The Dalles-Biggs Section of the Columbia River Highway, C. R. Johnson's contract No. 1255 (job prefix 33 PB).

Order number 8 is to cover the placing of a concrete catch basin at Engineer's Station 475. Order number 9 is to cover the lowering of a 12" culvert pipe at Engineer 's Station 356+50.

Both of these have been signed by Mr. Wanzer and if they meet with your approval, will you kindly sign and return our copy?

Yours very truly

C. W. Wanzer
Division Engineer

By _____
J. A. Hardie

jah/c
encls.

#1255

THE DALLES IRON WORKS

August 27, 1931 TR 37

The Dalles Iron Works,
720 East Second Street,
The Dalles, Oregon.

Attention: J. D. Kirk.

Gentlemen:

We have your letter of August 26th advising us of your claims against C. R. Johnson in the sum of $972.18, and against H. F. Schmeer in the sum of $540.47, for labor and material furnished.

Please be advised that the above contractors were required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues or demands incurred against the projects. The bonds are offered as protection for your claims.

The bond furnished by C. R. Johnson in connection with his contract, our No. 1255 and which is known as the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, was by the Federal Surety Company of Iowa for whom Fred A. Wehlick Co., Corbett Bldg., Portland, Oregon, is resident agent.

The bond furnished in connection with the H. F. Schmeer contract No. 1280, Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, was by the Southern Surety Company of New York, Bates, Lively & Pearson, Agents, Yeon Bldg., Portland, Oregon.

We would suggest that you take the matter up with the agents for the surety companies and also file notices of your claims with the Secretary of State, in conformance with the provisions of Section 2991, Oregon Laws for 1930, a mimeographed copy of which is enclosed herewith.

Very truly yours,

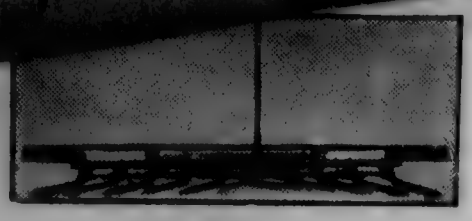
STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#125 S Johnson
#1240-S Johnson



No. 8 Kimball

THE DALLES IRON WORKS

(ESTABLISHED 1905)

J.B.Kirk XXXXX Proprietor W.L.Kirk.

Cylinder Boring, Auto Truck and Tractor Work
General Machine and Blacksmith Work

720-722 E. SECOND STREET
THE DALLES, OREGON

SPECIAL ATTENTION GIVEN TO
OXY-ACETYLENE WELDING
MARINE, MILL AND FARM REPAIR WORK

August 26 1931.

Secretary Oregon State Highway Commission,
Salem, Oregon.

Dear Sir;

We are writing to inquire what procedure will be necessary to file claim for labor and materiai that has been furnished contractors who are doing state high way work.

C.R. Johnson Inc. who has been doing work near The Dalles, owes us now $972.12 and we have not been able to get more than one payment from him since he started work.

H.E. Schmeer who has a contract near Pilot Rock, owes us $340.47 since last spring.

Any information you may furnish us will be very much appreciated.

Yours very truly,

THE DALLES IRON WORKS

By J.B.Kirk

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMM'N

August 27, 1931

Federal Surety Company of Iowa,
Fred A. Schlick Company, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from The Dalles Iron Works, The Dalles, in which they advise us of their claim in the sum of $978.12 against C. R. Johnson, being for labor and material furnished him in connection with the contract awarded him by the State for the grade widening of the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We give you this information as you appear as surety on the bond furnished in connection with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

cc to C. R. Johnson,
414 Exchange Bldg.,
Portland, Oregon.

THE DALLES IRON WORKS

J. B. Kirk - W. L. Kirk

The Dalles, Oregon.

August 26, 1931

Secretary Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We are writing to inquire what procedure will be necessary to file claim for labor and material that has been furnished contractors who are doing state highway work.

C. R. Johnson who has been doing work near The Dalles owes us now $972.12 and we have not been able to get more than one payment from him since he started work.

* *

Any information you may furnish us will be very much appreciated.

Very truly yours,

THE DALLES IRON WORKS

By J. B. Kirk.

PR37

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREG.

August 24, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The voucher submitted for Oregon Emergency Federal Aid Project No. 25-A in the amount of $9,409.42 is in error.

The item "Intermediate Excavation" 1,310 Cu. Yds., is extended at .48 per Cu.Yds. The bid tabulation shows the correct unit price to be .45 per Cu.Yd. Therefore, the correct amount to be paid for "Intermediate Excavation" is $589.50 instead of $628.80.

The voucher is being recommended for payment in the correct amount, $9,370.12.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

RECEIVED
AUG 26 1931
STATE HIGHWAY COMMISSION
OREGON

OF M

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

PR 37

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 22, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today in receipt of advice that the revised section sheet for Oregon Federal Aid Project No. 37 is satisfactory with the understanding that the roadway between Sta. 1799+87 and Sta. 1803 will be widened before the end of the 1932 construction season.

Very truly yours,

W. H. LYNCH
District Engineer

Form 30—F-20138—5M—1-31

OREGON STATE HIGHWAY DEPARTMENT

37/25

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 22, 193 1

Job name The Dalles-Biggs

Week from 17 to 22

Mail address The Dalles

Highway Columbia River

Telegraph or telephone address " "

County Wasco Job prefix 33PB

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The excavation is finished except 1000 cu yds in Sand dune Sta 1670 at Sherman Hgt. Have about 2000 cu yds gravel to place. 1000 cu yds from each pit Sta 1719-270. Have 1¼ miles oil surface to salvage. This is the biggest cut on the job. The shovels hold to gather the material will all be in place on the night of Aug 31st with nothing left but a lot of finishing and shaping of shoulders and road bed

(See back of this sheet for instructions and detailed information)

Signed

Title

GRADING CONSTRUCTION

Total miles of grading in project 12.1

Miles completed 9.0

Miles completed except finishing 3.0

Total cubic yards in project 133000

Cubic yards moved to date 131000

Miles covered by contractor's forces 12.4

Miles cross-sectioned 12.4

Miles cross-sections completed and checked 12.4

Miles to be remeasured 0

Number men in Engineering Party 3

Contractor's average force for week ..... 42 men,

..... teams, ... 1 steam shovels

Grading work will be completed about ..... Aug. 31 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 12.9

Miles completed 6.0

Miles partially done 6.0

Total cubic yards in project 32500

Cubic yards produced to date 27500

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... 4 ..... teams, ... 12 ..... trucks

Project will be completed about ..... Aug 31 - 1931

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... Percentage .....
2. ..... Percentage .....
3. ..... Percentage .....
4. ..... Percentage .....

PR 37

UNITED STATES DEPARTMENT OF AGRICULTURE

July 22, 1931.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Re refer to your letter of July 7th, in regard to the time within which we propose to widen the roadbed at the east end of the tunnel on the Seufert-Deschutes River Section, F. A. Project No. 37.

This letter is our assurance that the widening work will be performed before the end of the 1932 working season.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MR

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

July 7, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of July 1 relative to Oregon Emergency Federal Aid Project No. 37.

The changes proposed are satisfactory to this office with the exception of the last line of the fourth paragraph in which you state that the section at Sta. 1801 will be widened within the next year or two. If you will agree to the widening of this section within a year (or next season), we will recommend the change for approval.

The papers will be held here pending receipt of your reply.

Very truly yours,

W. H. LYNCH
District Engineer

#1255
Permit Slip

C. R. JOHNSON, PRESIDENT

PHONE ATWATER 0678

C. D. MALCOLM, SECRETARY

C. R. JOHNSON, INC.

GENERAL CONTRACTORS

414 EXCHANGE BLDG. . PORTLAND, OREGON

PR 37

SKILL INTEGRITY AND RESPONSIBILITY

PORTLAND, OREGON August 7th, 1931.

Oregon State Highway Commission,
Salem, Oregon,

Gentlemen: Attention H.B.Glaisyer, Secretary.

We have a copy of your letter of August 5,1931, addressed to the Federal Surety Co., of Iowa, Fred A.Schlick Co., Agents, regarding letter from W.E.Breecher of Aberdeen, Wash., with copy of Breecher's letter attached.

Upon receipt of this letter we immediately got in touch with Mr.I.A.Dempsey to get his version of the matter. Mr. Dempsey advises that at the time he hired Breecher, Breecher was advised that payment would be made for hauling on a yardage basis when he, Dempsey, received payment from C.R.Johnson.

This payment has been delayed on account of the slowness of the State of Oregon in paying us.

Upon receipt of the June estimate check we will immediately pay Dempsey and Dempsey in turn will pay Breecher.

Yours Very Truly,
C.R.Johnson.

Copies to:
Fred A.Schlick Co.,Agents,
Federal Surety Co., of Iowa.

W.E.Breecher,
Aberdeen, Wash.

RECEIVED
AUG 1931

#1255
Monica & Shimmon

pR37

August 5, 1931

Mr. W. E. Breecher,
323 No. F. St.,
Aberdeen, Wash.

Dear Sir:

We have your letter of the first inst., with reference to your claim against one of the contractors on Oregon highway construction work.

It is noted that the job in question is on the Columbia River Highway, between The Dalles and Biggs. This job consists of widening and regrading work and was awarded by the State Highway Commission to C. E. Johnson, whose address is 414 Exchange Bldg., Portland, Oregon, and is State Highway Contract No. 1255.

In connection with this contract, Mr. Johnson was required to furnish the State with a surety bond for the protection of labor and material claims, and all just dues, debts and demands incurred against the project. The bond was written by Federal Surety Company of Iowa, for whom Fred A. Schlick Company are agents with offices in the Corbett Building. It is suggested that you take the matter up with Mr. Johnson, and also with the agents for the surety company. No doubt, you will be able to secure satisfaction by so doing. If you do not, then you still have recourse to action in the courts and should file notice of your claim with the Oregon Secretary of State in conformance with the provisions of Section 2291, Oregon Laws for 1920, a mimeographed copy of which we enclose.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

August 5, 1931

Federal Surety Company of Iowa,
Fred A. Schlick Company, Agents,
Corbett Building,
Portland, Ore.

Gentlemen:

I am handing you herewith copy of a letter which we have today received from W. E. Brescher of Aberdeen, Washington, against C. E. Johnson for services rendered in connection with Mr. Johnson's contract for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

I believe this letter is self-explanatory. This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:J
CC C. E. Johnson,
414 Exchange Bldg.,
Portland, Ore.

#12553

323 No. 7 Stuet
Aberdeen, Wash.
Aug 1-1931.

Oregon State Highway Com.,
Salem, Oregon.

RECEIVED
AUG 3 1931
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:

Replying to your letter of July 16th, will say that the job in question was on the Columbia River Highway between The Dalles-Wasco and Biggs, Oregon. The contractors name is Johnson, but am not certain as to the initials. The truck hauling was sub. contracted to Ike Dempsey of Rickdall, Ore..

Started working on the job June 2nd., and worked until June 24th. I understood that the estimates were to be taken on the 10th of the month, and payments made on the 25th.

Have written Mr. Dempsey in regards to the payments three times, but he claims he has not yet received his money for the June hauling.

Following is a list of work done by my truck on this job:

ANSWERED
H. B. G.

224 loads gravel - 4 yds to the load - or
896 yds. @ 12¢ yd. mile - $107.52
567 loads dirt - 4 yds to the load - or
2268 yds. @ 13¢ yd. mile - $294.84
57 loads stripping pit - 4 yds. to load or
228 yds. Total hours stripping pit - 5-½)
(do not know what this paid.
Total number hours on job - 220.
Average haul one mile.

Hope to hear from you immediately as to what I should do to collect this, as I am in great need of this money in order to meet my own payments and bills due.

Very truly yours.
W. E. Breecher

W. E. Breecher,
373 No. 7 Street
Aberdeen, Wash.

PK 37

COMMISSIONERS
R. S. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. H. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
Secretary

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 28, 1931.

Mr. C. R. Johnson
414 Exchange Building
Portland, Oregon

Dear Sir:

I am very much dissatisfied with the progress you are making on The Dalles-Biggs section of the Columbia River Highway and am anxious to know what steps are being taken to remedy the situation.

As you should know, part of the work under this contract is being paid for with the so called Emergency Fund appropriated by the Federal Government and the time within which this money is available is fast drawing to an end. It is absolutely necessary that you speed up this job at once and I would like to have you outline in a letter just what plans you have for doing so, as we will be forced to take drastic action unless you set forth a plan which meets with our approval.

Yours very truly

C. W. Wanzer
Division Engineer

cwwic
cc. Mr. Roy A. Klein.

#1255
Miner &

FORM S-C-1 P-33534 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

PIC 37

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 16, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. H. B. Glaisyer.

Dear Sir:

Your letter of July 7th received (enclosing copy of a letter from C. R. Johnson and the Federal Surety Company, requesting an extension of time on his contract No. 1255) and asking for my recommendation as to granting an extension.

I do not agree with Mr. Johnson's reasons for requesting this extension, viz: "on account of increased work and Right of Way settlements." There have been a few small "Extra Work Orders" that do not amount to much, the main extra work being a "Price Agreement" for building cement rubble masonry walls, which did not interfere with his other work as he had plenty of places to work. As to "right of way settlements" - while they have had some delay in making the final settlements, it has not delayed him a bit as permission was obtained from the owners that the contractor could go onto the ground or right of way if he wished, at any time, and the State and the owners would get together later as to the damages which the State would pay the owners of the land and which did not concern the contractor.

If Mr. Johnson will write you or sign an agreement that he will waive any claim now or in the future for damages on account of "right of way settlements" I will gladly recommend an extension of his contract for forty (40) days (he will need it, too) without penalty. If he will not do that, my recommendation is that the 30 days extension requested be granted on condition that he pays all engineering expenses from and after July 15th, 1931 when his contract expires, and begin the fight now.

Yours very truly

C. W. Wanzer
Division Engineer

cww:c

#1255

FORM S-C-1 (Revised) 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

P1237

July 16, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. H. B. Glaisyer.

Dear Sir:

Your letter of July 7th received (enclosing copy of a letter from C. R. Johnson and the Federal Surety Company, requesting an extension of time on his contract No. 1255) and asking for my recommendation as to granting an extension.

I do not agree with Mr. Johnson's reasons for requesting this extension, viz: "on account of increased work and Right of Way settlements." There have been a few small "Extra Work Orders" that do not amount to much, the main extra work being a "Price Agreement" for building cement rubble masonry walls, which did not interfere with his other work as he had plenty of places to work. As to "right of way settlements" - while they have had some delay in making the final settlements, it has not delayed him a bit as permission was obtained from the owners that the contractor could go onto the ground or right of way if he wished, at any time, and the State and the owners would get together later as to the damages which the State would pay the owners of the land and which did not concern the contractor.

If Mr. Johnson will write you or sign an agreement that he will waive any claim now or in the future for damages on account of "right of way settlements" I will gladly recommend an extension of his contract for forty (40) days (he will need it, too) without penalty. If he will not do that, my recommendation is that the 30 days extension requested be granted on condition that he pays all engineering expenses from and after July 15th, 1931 when his contract expires, and begin the fight now.

Yours very truly

C. W. Wanzer
Division Engineer

cww:c

#1255

PR 37

FRED A. SCHLICK CO.
SURETY BONDS
GENERAL INSURANCE
RELIABLE SERVICE
CORBETT BUILDING ATWATER 4131
PORTLAND, OREGON

July 14, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention H. B. Glaisyer, Secretary.

Re: Federal Surety Contract Bond #70568
C. R. Johnson.

In connection with contract to C. R. Johnson for widening and regrading portion of Columbia River Highway, The Dalles-Biggs Section, the Federal Surety Company have requested that you kindly complete and sign the enclosed blank.

We would appreciate an early return of the same to our office.

Thanking you in advance, we are

Very truly yours,

FRED A. SCHLICK CO.

BY E. D. Ryced

ES:
Enc.

Ck for final - $70,597.61 Cl. #1
1 Final - $5,095.31
F. Acct #156.26
640.
Estimated Completion - E

RECEIVED
JUL 15 1931
OREGON
STATE HIGHWAY COMMISSION

#1255
Morrow

PR 37

July 7, 1931

Mr. C. H. Wanner,
Division Engineer,
Bend, Oregon.

Dear Sir:

We hand you herewith copy of a letter from C. R. Johnson and the Federal Surety Company, requesting an extension of time on his contract No. 1255 - The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

Kindly advise us of your recommendation in connection with the granting of this extension so that the matter may be presented to the Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR 37

PR#37

July 1, 1931.

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of March 17th, relative to sections of restricted roadbed width on the Seufert-Deschutes River Section (Federal Aid Project No. 37).

The matters mentioned in that letter have been discussed with Mr. Davis on several different occasions, and it is our understanding that on account of the difficulties involved on the section between Stations 1565 and 1569, you will approve the use of a 22-foot roadway on that portion of the project.

At Station 1601, just east of the tunnel, it was our original intention to construct the roadbed full width. Through misunderstanding, however, the excavation quantities shown on the plans were figured for a 22-foot roadbed, and when the contractor was requested to build a full width roadway at that point, he refused to do so, claiming that the work was not called for by the plans. He finally agreed, however, that he would do the work for $4.00 per cubic yard.

As you are aware, the excavation work involved is difficult and dangerous, being on the face of a vertical rock bluff, and very close to a main line railroad. Four dollars per cubic yard is, however, an exorbitant price for the work, and we do not think that it would be good business to pay that price. We propose, therefore, to postpone the widening of the roadbed at that point until other work of a similar nature, which we are planning to do in the same vicinity, is undertaken, which will be within the next year or two.

With the understanding that the work will be so performed, we request your approval of that procedure.

Mr. H. H. Lynch - 2. July 1, 1931.

Blueprint copies of the typical cross-section sheet, revised to conform with the arrangements described above, are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:MR

M. A. LYNCH, REDMOND

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON
May 1, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are submitting, for your consideration, the data relative to the road clearance in the vicinity of station 1567 (Cape Horn) and near station 1601 just east of the Deschutes tunnel, all on The Dalles-Biggs section of the Columbia River Highway.

We do not think that any thing should be done around Cape Horn but are submitting cross sections of that place which show the roadbed widths there.

East of the tunnel we have figured six different proportions for your consideration together with the yardage involved. They are as follows:

1.	31 foot roadbed with ½:1 slopes	4182 C.Y.
2.	30 " " " " " "	3733 C.Y.
3.	28 " " " " " "	2990 C.Y.
4.	24 " " " " " "	1173 C.Y.
5.	31 " " " slopes parallel to the present main slope in each section	2022 C.Y.
6.	24 foot roadbed with slopes parallel to the present main slope in each section	460 C.Y.

The last three mentioned examples were figured out here. Will an inspection of the ground might show us to be wrong, our remembrance of the structure of the rock at this place tends to make us believe that we would be safe in figuring that the slopes would stand almost perpendicular. We are disposed to think that we should put in the section with a 31 foot roadbed with slopes parallel to the present slope, which would involve excavation quantities of 2022.

It seems to us that it would be advisable to do a good job inasmuch as considerable preliminary work would be necessary each time we went back in to do the work and for the further reason that as we have cut down the width of the tunnel it would be better to have the adjoining road extra wide so that the sight distance would not be impaired and there would be plenty of room to stop in case it was impossible to pass a load in this tunnel.

It is very hard to say just what the contractor would want for this work. I think considerable would depend upon which proposition we accept, as the parapet wall protection and the moving or protection of the telegraph line will be the same in all cases. We have not been able to see the contractor regarding this but will try and do so next week. We will take up with him each of the various sections and will advise you as to what he wants for the work.

Until we settle on the width we want to use, it will not be possible to tell you the exact stationing of the new roadbed section but as the cross sections being sent are close together, it can be taken from them.

We will advise you promptly after we talk with the contractor as to what he will want.

Yours very truly

C. W. Wanzer
Division Engineer

By
K. D. Lytle
Div. Office Engineer

kdl/e
cc. Mr. S. H. Probert.

March 28, 1931.

Mr. K. D. Lytle,
Assistant Division Engineer,
Bend, Oregon.

Dear Sir:

We are informed by the Bureau of Public Roads that The Dalles-Biggs Section is not at all places being graded to the cross-section shown on the plans, particular mention being made of a portion of the project near Station 1587 (Cape Horn), and of a portion of the project near Station 1601 just east of the tunnel.

If any variations are to be made from the specified cross-section, it will be necessary that such variations be approved by the Bureau of Public Roads. Please, therefore, provide us with complete information as to any portions of the project upon which you propose to use a cross-section narrower than that shown on the plans, giving exact station limits and exact dimensions of cross-sections to be used.

It will, of course, be necessary to use a narrower section at Cape Horn, and we do not anticipate any difficulty in securing the Bureau's approval to the use of a narrower section at that point. At Station 1601 and elsewhere, however, we are inclined to think that the Bureau will insist upon the use of a full width section, unless it can be shown that such procedure would be impracticable or would result in very excessive extra cost. As there may be some question as to the width of section that should be used at Station 1601, please inform us as to what extra cost would be involved in constructing that portion to the specified cross-section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
cc to J. N. Bishop

Mr. W. H Lynch

Reply is made to your letter of March 17 referring to Oregon Federal Aid Projects No. 37 and No. 25 reopened for regrading and surfacing.

Your comment on the width at the rock bluff at Station 1567 and Station 1801 is noted. Station 1567 is known as Cape Horn where there is a railroad encroachment, the retaining wall being as close to the railroad tracks as they would permit, therefore, no further width can be secured on that side. The cliff at this point is about 200 feet high and when the original project was laid out ten or twelve years ago, it was planned to tunnel this point, and, in fact, included in the contract. However, when excavating the portal, it was clearly shown that a tunnel was not feasible due to the basalt formation which, at this point, consists of large perpendicular columns with seams between. Therefore, the tunnel project was abandoned and the line laid around the face of the cliff. It was very difficult to secure even the width which was obtained at that time on account of the impracticability of undercutting these perpendicular columns. It was clearly demonstrated in the work which was done that when these were undercut they invariably fell down and there was great danger of blockading the railroad track with tremendous slides of rock. The work which was done was handled by erecting scaffolding and working with ropes from the cliff overhead, taking down a narrow sliver of rock at a time, from the top down.

For these reasons, I would hesitate very much to go into this cli again. I feel that it is very dangerous to undercut and extremely expensive and difficult to take off the thin slab which would be necessary to secure the 28 foot width.* For that reason we had planned to fill up the ditch and secure the full possible width of roadway between the wall and the cliff.

* I am sure we would meet strenuous objection by the R R company.

The total length of this restricted width is probably not more than 250 feet, and with adequate warning signs, I think travel would be fully protected. I would like very much to make an inspection of this unit ~~with you~~ on the ground with you, and have an opportunity to point out the reasons which have made this restriction necessary.

As to the restricted width between the wall and the bluff at Station 1801, I am not advised as to actual conditions at this point except that my remembrance is that this is also a vertical cliff of considerable height. I would be glad to check this over to see if it is feasible to widen at this point.

You will appreciate that in both of these cases we are immediately adjacent to the railroad and, therefore, we must handle our operations with great caution to prevent a tie-up of this main line railroad and also not to do anything which might cause a future hazard to the railroad operations.

With reference to revisionof alinement on Project No. 25 between Biggs and Sherman, Mr. Lytle made an examination of a possible line change covering about 2.6 miles in length which would save about 143° in angle, shorten the distance by 100 feet and eliminate 124 feet of rise and fall. It would involve, however, a new overhead crossing at Spanish Hollow, crossing both legs of the wye instead of only the single track as at present. Also it would require practically new grading throughout the entire project, new right of way and a serious encroachment on the railroad property, which might be somewhat difficult to negotiate. Examination of the alinement map shows that while there are a considerable number of curves on the present line, ~~the maximum curvature is 10°, this curve being only a hundred feet long which probably could be easily reduced to a 10°. There are two other short 10° curves on this unit~~ but all are of small central angle and of acceptable length curves. Under these conditions, I do not think it would be advisable to undertake the revision at this time in view of the additional cost and the

fact that it would be necessary to negotiate with the contractor for a change in the contract involving a material change in the plans.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

March 17, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Projects No. 37 and 25, which were reopened for regrading and surfacing.

On the plans received for Project No. 37, and in conversations with Mr. Baldock, the width of the roadbed was to be 28' except through the tunnel at Station 1799+50, where a width of 24' was to be used.

From an inspection on the ground it is now evident that the plans do not conform to the work proposed in that the width from the retaining wall to the rock bluff at Station 1567 is only 20' to 22' wide and no widening seems to be contemplated. This is also true of the section at Station 1801 just east of the tunnel, where the width from wall to bluff is only 22'. The approved plans call for a roadbed width of 28' at these places and as we have received no advice that changes were contemplated, it is presumed that the roadbed will be constructed to the width approved.

On Project No. 25 there is a possible line change between Station 265 and 395 which eliminates a number of curves and nearly 200° of curvature, besides a large rise and fall. It is suggested that this change be made if possible, for it will undoubtedly be made eventually.

We have at numerous times requested that plans be furnished this office in order that field inspections with the plans to be approved may be made, but as you are aware, plans and specifications are usually received but a few days ahead of the opening of bids.

Will you please advise us if any changes are contemplated on the sections of this project above referred to.

Very truly yours,

W. H. LYNCH
District Engineer

The Dalles-Biggs.

U -

March 17, 1931

Mr. Ray A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Projects No. 37 and 25, which were reopened for regrading and surfacing.

On the plans received for Project No. 37, and in conversations with Mr. Baldock, the width of the roadbed was to be 28' except through the tunnel at Station 1799+50, where a width of 24' was to be used.

From an inspection on the ground it is now evident that the plans do not conform to the work proposed in that the width from the retaining wall to the rock bluff at Station 1567 is only 20' to 22' wide and no widening seems to be contemplated. This is also true of the section at Station 1801 just east of the tunnel, where the width from wall to bluff is only 22'. The approved plans call for a roadbed width of 28' at these places and as we have received no advice that changes were contemplated, it is presumed that the roadbed will be constructed to the width approved.

On Project No. 25 there is a possible line change between Station 265 and 395 which eliminates a number of curves and nearly 200° of curvature, besides a large rise and fall. It is suggested that this change be made if possible, for it will undoubtedly be made eventually.

We have at numerous times requested that plans be furnished this office in order that field inspections with the plans to be approved may be made, but as you are aware, plans and specifications are usually received but a few days ahead of the opening of bids.

Will you please advise us if any changes are contemplated on the sections of this project above referred to.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-C-1 P-00000 000 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR37

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 19, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
JUN 22 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are sending you herewith Orders for Extra Work numbers 6 and 7 on The Dalles-Biggs section of the Columbia River Highway.

You may note that these orders cover the same type of work but as they are on two different Federal Aid projects, we thought it best ti submit two orders.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

RECEIVED
JUN 22 1931
OFFICE OF
Assistant State Highway Engineer

Mr. Klein
I believe this work is ok.
KKF

kdl/c
encls.

Staff

FORM S-G-1 S-17016 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR37

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 8, 1931.

NOTED
State Highway Engineer

file Salem-misc

RECEIVED
JUN 9 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached is a copy of Mr. Peck's letter regarding the price submitted by Mr. C. R. Johnson for the widening of the Columbia River Highway between stations 1800 and 1802, which stations are just east of the Deschutes River tunnel.

You will note that Mr. Johnson has been ill and for that reason we could not talk to him personally.

The price of $4.00 per yard as quoted in Mr. Peck's letter is too high but would rather pay it than attempt the job on a force account basis.

We will make another attempt to see Johnson and it may be that he would be willing to make a cut in the price.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
encls.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

~~BEND, OREGON~~
The Dalles, Oregon
June 3, 1931.

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

COPY

Dear Sir:

In regard to the point sta 1800 to 1802 on The Dalles-Biggs section of the Columbia River Highway, Mr. Johnson, the contractor, looked at this work several weeks ago and promised some figures in a few days but I did not hear from him and yesterday I tried to get hold of him by telephone but was informed he was sick and in the hospital but he sent two men out to look at the point and they figured they would have to have $4.00 per cu. yard to do this work.

I recommend that we do this work by force account or day labor at least if we use the 28' roadway with 1200 cu. yds. excavation we can do it cheaper than that.

Yours very truly

(Sgd.) J. E. Peck

Apr 5503

Oregon Emergency Federal Aid Project No. 37.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 25, 1920, by the State Highway Commission of Oregon, and on August 24, 1920, by the Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on March 10, 1921, and June 5, 1929, respectively, by the said State Highway Commission, and on February 19, 1921, and July 27, 1929, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 37, now designated as Oregon Emergency Federal Aid Project No. 37; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said project to provide for widening the roadway and betterments in grades and alignment on the easterly 5.8472 miles thereof, between survey stations 1508 and 1848+43.5, thereby reducing the length of said project from 12.505 miles to 12.474 miles; and by reason thereof has requested that the estimate of cost approved for said project be increased from $576,675.78 to $651,391.54, and that the Federal funds approved and set aside to the credit of said project be increased from $263,770.93 to $271,265.49; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.) be provided to cover the State's share of the cost of construction eligible thereto:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of two hundred seventy-one thousand, two hundred sixty-five and 49/100 dollars ($271,265.49) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (x) to read:

"(x) By the State, in addition to funds heretofore provided, $67,221.20, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds," together with any additional amount necessary to cover the State's share of the cost of construction shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between a point ½ mile west of Three Mile Creek Crossing, and a point at the west end of the Deschutes River Bridge near Millers, terminal points, a distance of 12.474 miles, known locally as the Sanfert-Deschutes River Section of the Columbia River Highway between The Dalles and Biggs, Wasco County, being Oregon Emergency Federal Aid Project No. 37, consisting of 12.360 miles of roadway and three bridges of more than 20 ft. clear span 0.114 of a mile in length."

Paragraph (g) of Article III shall read:

"(g) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $546,849.29, Federal Aid $232,854.59; three bridges, approved estimate $104,542.25, Federal Aid $38,410.90."

To Article III shall be added paragraph (h) to read:

"(h) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of 'Advance Funds' under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of two hundred seventy-one thousand, two hundred sixty-five and 49/100 dollars ($271,265.49), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six hundred fifty-one thousand, three hundred ninety-one and 54/100 dollars ($651,391.54), the approved total estimated cost of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 18th day of April, 1931, and the Secretary of Agriculture on the 14th day of May, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Emergency F.A.P. No. 37

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between a point ½ mile west of Three Mile Creek Crossing, and a point at the west end of the Deschutes River Bridge near Millers,

locally known as the Seufert-Deschutes River Section of the Columbia River Highway between The Dalles and Biggs, Wasco County, and designated in the records of this Department as Emergency Federal Aid Project No. 37, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $651,391.54 in lieu of the $263,770.93 approved by Certificate of July 27, 1929, as the total estimated cost of said project, and the sum of $271,265.49/ authorized Federal pro rata share as the share of the United States, payable under said acts on account of such project, which does not exceed the/ [redacted] of said total estimated cost.

Done at the city of Washington, this 14th day of May, one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Evans
Acting *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 5—4829

pR 37

OREGON STATE HIGHWAY COMMISSION

May 26, 1931

Mr. C. W. Wanser
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

With reference to the proposed revision near Mile Post 126 on the Dalles-Biggs Section of the Columbia River Highway in Wasco County which was recently proposed by Mr. Peck, would say that I do not think it advisable to undertake the construction of this unit between Station 1302 and Station 1327 at this time, although the line proposed would be an appreciable improvement in alignment. Probably at some future date when the highway traffic increases and further revisions are made in alignment, this improvement might be considered.

For your files I am returning two prints of the alignment map and the profile. The original tracings which were forwarded by Mr. Peck will be retained in this office for our files.

Very truly yours

State Highway Engineer

RAK:HI

cc S. H. Probert

FORM 8-0-1 P-80688 1000 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 26, 1931.

Mr. U. R. Johnson
414 Exchange Building
Portland, Oregon

MAY 27 1931

P R-37

Dear Sir:

Your attention is herewith called to the progress being made by you on your contract #1288 for the regrading of The Dalles-Biggs Section of the Columbia River Highway.

A copy of a letter written by Mr. W. H. Lynch, District Engineer for the Bureau of Public Roads, to Mr. Klein in regard to the progress of this work is enclosed.

As you know, this project is being financed by the Government Emergency Fund and the completion of the contract within the time limit (July 15, 1931) is essential and cannot be done unless you increase your force and equipment for the remaining short time before the completion date.

Yours very truly

C. W. Wanzer
Division Engineer

cww:c
encls.
cc. Mr. Roy A. Klein
Mr. J. H. Peck

R. B. VAN DUSER, Chairman, Portland
[illegible], Medford
[illegible], Redmond

PR 97

OREGON STATE HIGHWAY COMMISSION

SALEM

May 20, 1931

Mr. J. E. Peck
Resident Engineer
State Highway Department
The Dalles, Oregon

Dear Sir:

Reference is made to the matter of the alinement under the Oregon Trunk bridge on the Dillon-Biggs Section of the Columbia River Highway in Wasco County. Your letter of May 8, 1931, explaining this situation, together with alinement sketch map and cross sections showing the effect of a 0° 18' angle at Sta. 1645+72, also received.

I would very much like to have preserved the tangent line on this section which was originally laid out. However, we were unable to secure the consent of the Oregon Trunk officials to the removal of the embankment in front of the abutment on the south side of our line. Mr. McCullough spent the greater part of an afternoon with Mr. A. J. Witchel, Chief Engineer, and Mr. B. H. Howard, Bridge Engineer for the S. P. & S. Railway, in a discussion of this matter. The railroad records do not show the depth to which this abutment was carried nor the character of the foundation, consequently they were unwilling to permit any change. I think that their fears were groundless, but, nevertheless, it is their property and their responsibility for the maintenance of their structure. Therefore, it seemed necessary to put the angle in the line as you suggested in order to secure the necessary horizontal clearances.

For your files I am sending you blue prints of the alinement map and cross sections, retaining the originals for our office records.

Very truly yours

State Highway Engineer

RAK:HI

cc C. H. Wanser

S-17753 7500 8-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles,Oregon.
May,9,1931.

IN REPLY PLEASE REFER TO FILE NO.

Mr.Roy.A.Klein,
State Highway Engineer
Salem,Oregon.

Dear sir;

I am sending you here with a sketch of the Oregon Trunk crossing near Celilo, I have shown a revised line with an 18" angle at sta 1645 + 72 this will give us 16 foot clearance at the tight point,we can noarrow the ditch to two feet at this point or could get along with no ditch as this point is on a summit but the 16 foot clearnce from the toe of the hand placed slope at this point will give ample room on the North side where we have an encroachment on the O,W,R and N RyCo .

We could lay this tangent North 5 feet and parallell to the present line except for the Oregon Trunk connecting track at sta 1633 but would have some trouble with the grade as we are starting to climb and their grade is going down.

On the original line we had a 16 minute angle at this point and it is not visible on the ground.

I trust the sketch and cross esctions will give you sufficent data .

Very truly yours

OREGON TRUNK RR PIPE

℄

Proposed Hwy

R/W Line

℄ RR R/W

Line

New ℄

...ENT OF AGRICULTURE

R 37

CROSSSECTIONS

To Accompany

SKETCH SHOWING

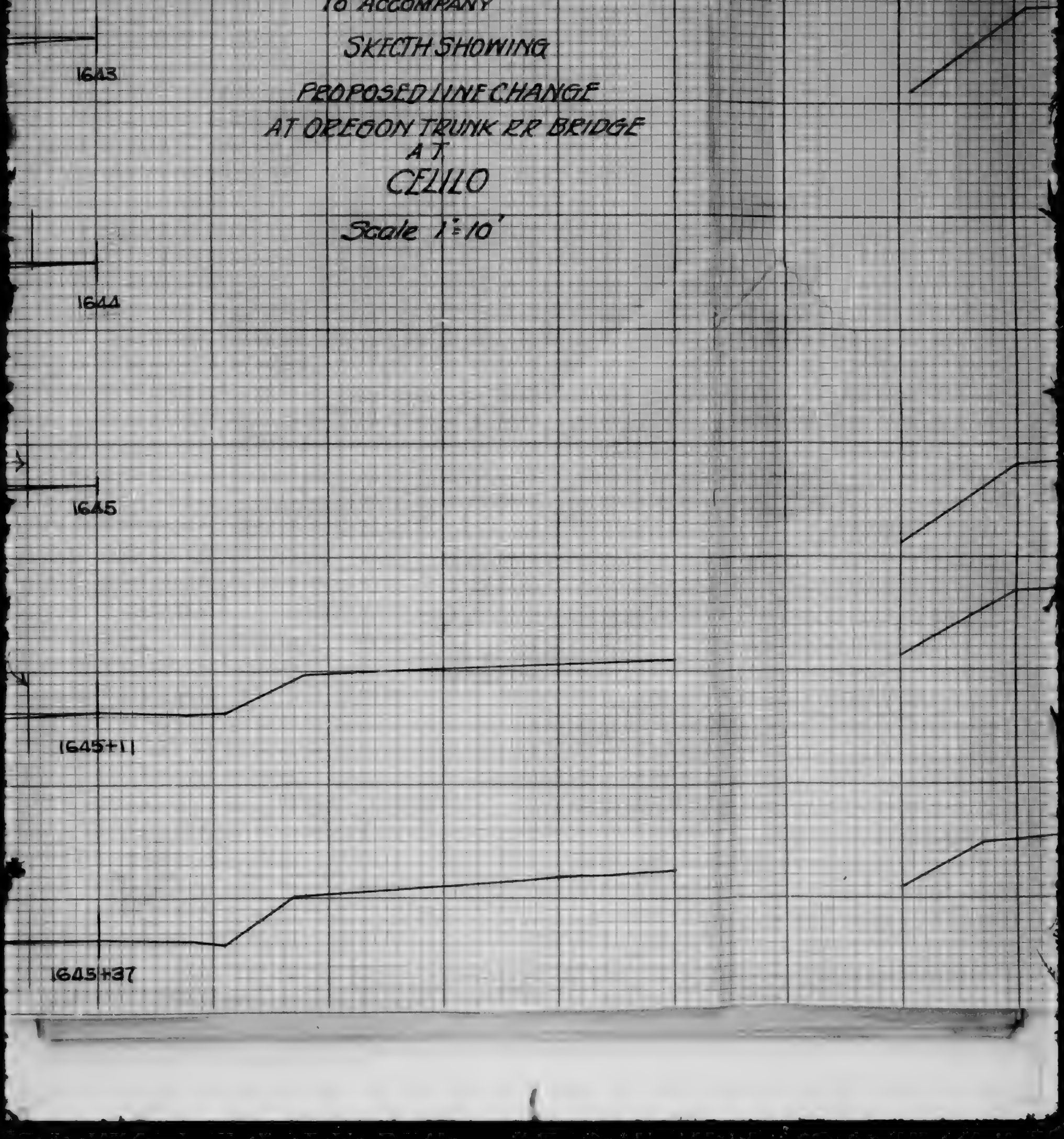
PROPOSED LINE CHANGE

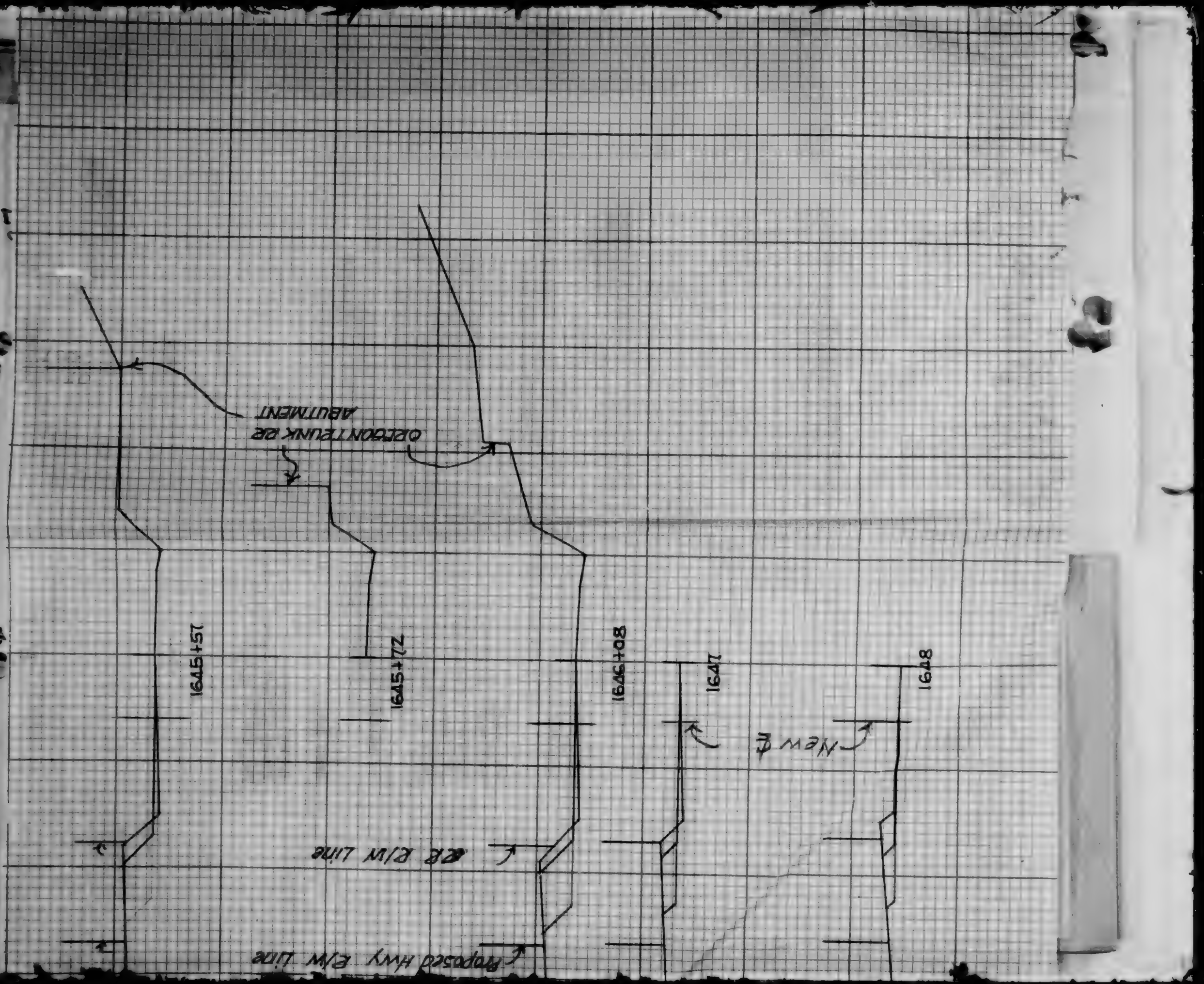
AT OREGON TRUNK RR BRIDGE

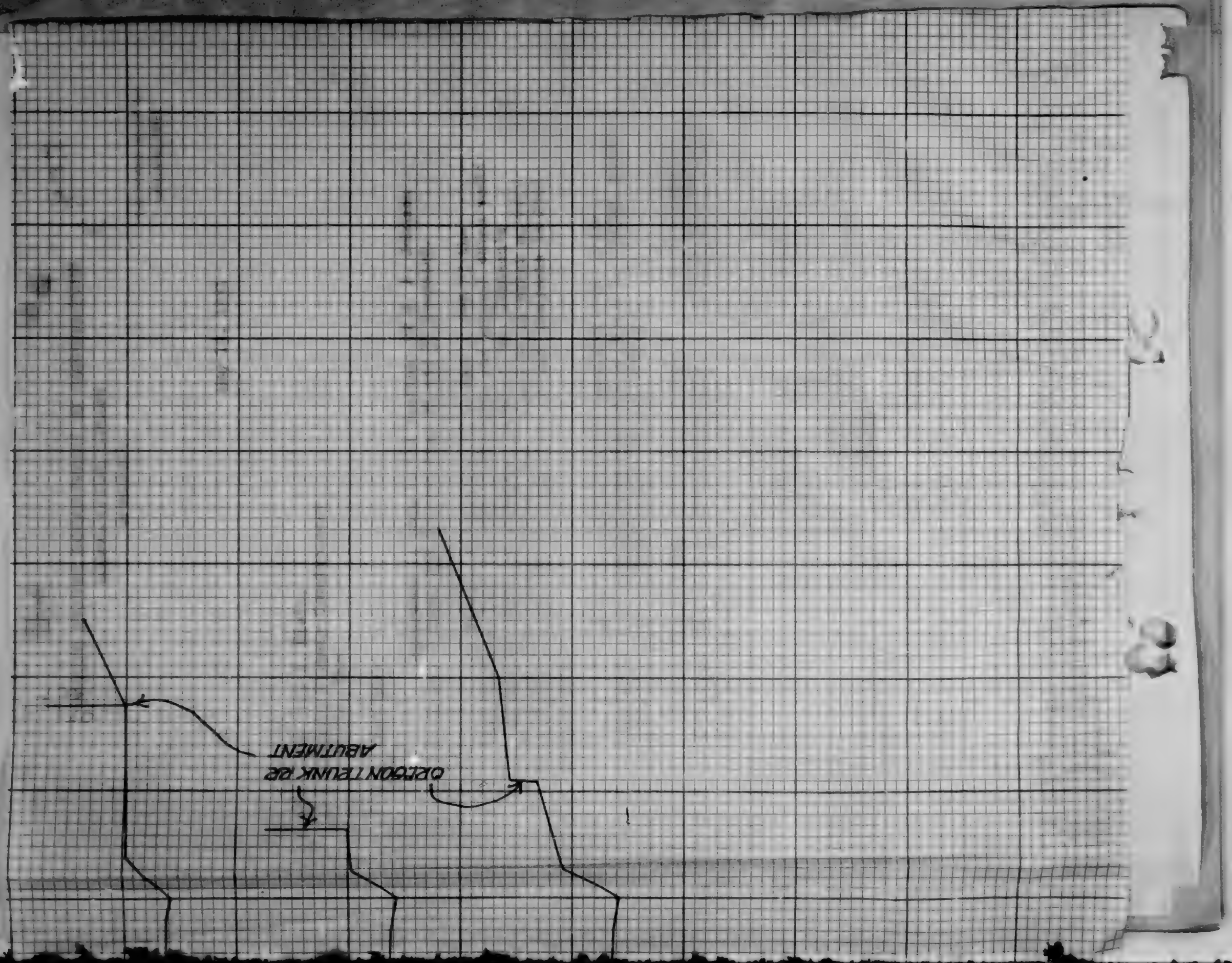
AT

CELILO

Scale 1" = 10'




ABUTMENT
1645+57
1645+72
1646+08
1647
1648
New ℄
℄ Proposed Hwy Elw Line
℄ RR Elw Line


DETOUR TEMPORAIRE
ABUTMENT

2°C.L.
Δ 9°06
T. 227.6

Reference is made to the contract of C. R. Johnson on Federal Aid Project Nos. 25 and 37 Reopened.

On Federal Aid Project 37 on July 10 64% of the work had been done and 61% of the time had elapsed which would indicate satisfactory progress. However, Mr. Johnson's contract also covers Federal Aid Project 25 on which no work has been started and the time limit on both projects is July 15, 1931.

Taking both projects into consideration, about 47½ per cent of the work done with 61% of the time elapsed shows the work is considerably behind schedule.

We suggest that this be called to the contractor's attention, as it is evident he will have to increase his equipment and force if this work is to be completed by the completion date.

Very truly yours,

W. H. LYNCH
District Engineer

2°CL
Δ 9°15'

TO THE DALLES

Dear Sir:

Reference [illegible]
on Oregon Federal [illegible]

On Federal [illegible]
work had been [illegible]
indicate satisfactory [illegible]
contract also [illegible]
has been started and [illegible]
1st, 1931.

Taking both projects into consideration [illegible]
47½ per cent of the work done with [illegible]
[illegible] the work is considerably behind schedule.

I would suggest that this be called to the [illegible]
attention, as it is evident he will have to increase [illegible]
and forces if this work is to be completed by the [illegible]

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED

1627+64.4 P.T. = EQUATION 1627+87.3

2956+98.8 C.C.

2957+88.8 E.C. = 2958+04.6

Hwy 1934+00

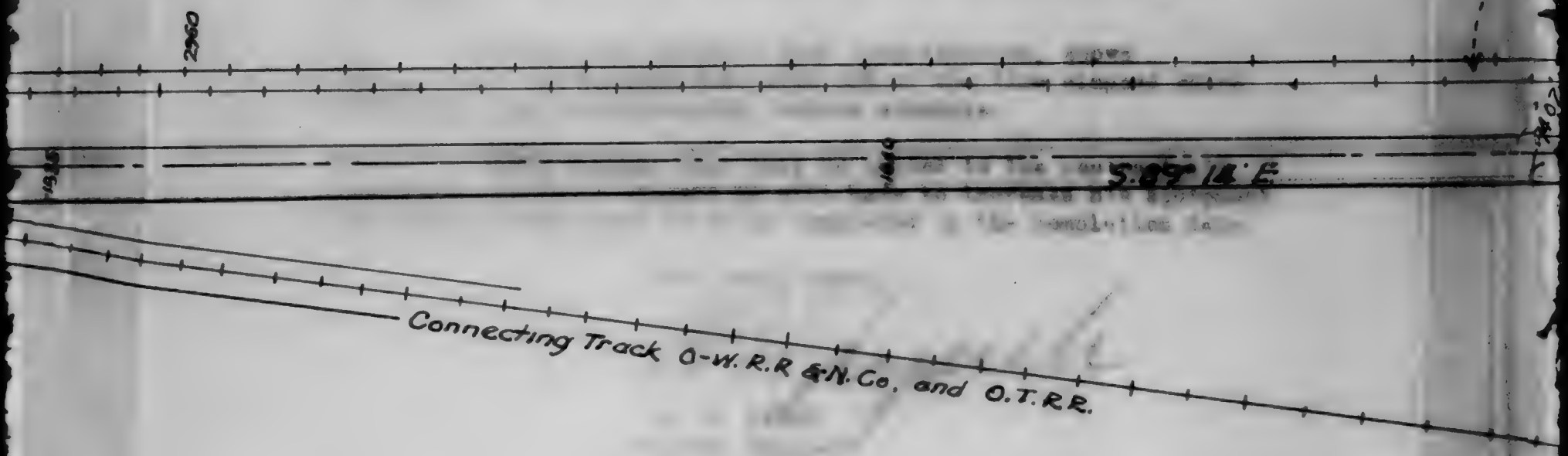
Grade Crossing
P.S.C. Order No. 652
Oct. 4, 1920

OREGON STATE HIGHWAY DEPARTMENT

SKETCH OF LINE CHANGE AT OREGON TRUNK RR. BRIDGE AT CELILO

J.E. PECK, RES. ENGR.

SCALE: 1" = 100'



DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

PORTLAND, OREG.

May 15, 1931

W. B. LYNCH
District Engineer

RECEIVED
MAY 20 1931
OREG.

808+70.1 B.C.

807+95.1 B.M.C.

Δ = 0°16' R.

1645+73.0 Constd Line

78°55'

228'

O.W.R.R.&N.CO.

Pier

N 0°2

N 0°5' E

S.89° 14' E. (Rel'oc.)

S 88°51' E. Constd Line

Abut.

1644+95.5

65° 54'

1934'

6.0 L.

O.T.R.R.

1645+83.7

1645+720
Δ R 0°18'

T 30' C R.
T.Δ = 66° 59½'
Main Curve = 63° 22½'
" S.T. = 630.5

19 20

Main Curve (R-2)
2° C.L.
Δ 14° 30'
T. 364.5

T. A
Δ 18°42'
ST. + t = 576.8

Mr. Ray A. Klein,
State Highway Commissioner
Salem, Ore.

Dear Sir:

Reference [illegible]
to Oregon Federal Aid [illegible]

[illegible]

4° C.L.
Δ 8°00'
T 100.2

6° C.L.
Δ 8° 18'
T. 69.3

1657+33.2 P.T. = EQUATION
1657+34.2

1655+30.1 P.C.
1655+84 P.T.
1655+69.0

2074+18.1 P.C.

Hwy. 1654+00

N. 82°46' E.

4° CL
Δ 8°15'

[illegible]+4

Main Curve (R.2)
2° C.L.
Δ 14° 30'
T. 364.5

T. A
Δ 18°42'
ST. + ℄ = 576.8

4° C.L.
Δ 8°00'
T 100.2

1657+33.2 P.T. = EQUATION 1657+34.2

1655+68.4 P.T. = 1655+69.0 =

2981+68.3

N.82° 51' E. TO ARLINGTON

1640

N82°46'E.

4°CL
Δ 8°15'

Lot 4

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

PR 37

May 19, 1931

Mr. Roy A. Klein,
State Highway Commissioner
Salem, Ore.

Dear Sir:

Reference is made to the contract of C. R. Johnson on Oregon Federal Aid Project Nos. 25 and 37 Reopened.

On Federal Aid Project 37 on May 10 64% of the work had been done and 61% of the time had elapsed which would indicate satisfactory progress. However, Mr. Johnson's contract also covers Federal Aid Project 25 on which no work has been started and the time limit on both projects is July 15, 1931.

Taking both projects into consideration, shows 47⅛ per cent of the work done with 61% of the time elapsed which shows the work is considerably behind schedule.

Would suggest that this be called to the contractor's attention, as it is evident he will have to increase his equipment and force if this work is to be completed by the completion date.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
MAY 20 1931
OREGON
STATE HIGHWAY COMMISSION

May 22, 1931.

Mr. C. H. Manner,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

We are enclosing herewith for your information a copy of a letter from the Bureau of Public Roads relative to the progress that is being made by Contractor G. E. Johnson in connection with his contract for the regrading of The Dalles-Biggs Section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:ER

encl.

FORM S-O-1 S-17416 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

The Dalles-Biggs

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 18, 1931.

pR 37

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
MAY 19 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

I am submitting herewith, for your approval, Order For Extra Work covering the rebuilding of 4350 feet of fence along the railroad where we secured additional land from the railroad company.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
encls.

#125
Wasco Co

PR 37

May 15, 1931

Hansen & Rowland, Inc.
405 Failing Bldg.,
Portland, Oregon.

Attention: Mr. L. Gilbert.

Gentlemen:

In response to your inquiry of May 14th we wish to advise that the voucher for the payment of Mr. C. R. Johnson's estimate No. 5 which was for work performed to May 10th on his contract The Dalles-Biggs Section of the Columbia River Highway will go to the Secretary of State for payment to day. The amount of this payment is $80,070.09. The withheld percentage on this contract at the present time is $8,008.51.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1255
Wasco

Union Indemnity Company

A Division of Insurance Securities Company, Inc.

HANSEN & ROWLAND, INC.

GENERAL AGENTS

WASHINGTON, OREGON, IDAHO, ALASKA

WASHINGTON BLDG., TACOMA, WASH.

Union Indemnity Building
New Orleans La.

PORTLAND OFFICE
405-6 FAILING BUILDING

PORTLAND, OREGON

May 14, 1931

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

RE: C. R. JOHNSON OF PORTLAND, OREGON.

Dear Sir;

In making verification of an interim financial statement given us by Mr. Johnson as of May 13th, I would like to know, if you please, how much money is due him as of that date for earned estimates and retained percentage on the Highway work which he is doing on The Dalles-Biggs Section of the Columbia River Highway.

Yours truly,

HANSEN & ROWLAND, INC.

By: M. L. Gilbert

MLG:H

Old to May 10 - $60,029.42
Retained - $8,095.31
W.O. 589 Completion May 10th
Est. #5 - $20,070.99

File
Prefix 53/15
File No. 37

RR 37

May 14, 1931.

Mr. J. E. Peck
Resident Engineer
State Highway Department
The Dalles, Oregon

Dear Sir:

In a letter from Mr. Klein (received yesterday) he agrees that the cross sections as shown for Cape Horn clearly indicate that it would not be possible to widen the roadway at this point without excessive cost and extreme hazard to highway traffic and railroad operations. In regard to widening the road bed east of the tunnel, we sent in to Mr. Klein six different propositions with the yardage involved, viz:

1.	31 foot road bed ¼ to 1 slopes	4182	C.Y.
2.	30 " " " " " "	3733	" "
3.	28 " " " " " "	2990	" "
4.	24 " " " " " "	1172	" "
5.	31 " " slopes parallel to present main slopes on each section	2022	" "
6.	24 foot road bed with slopes parallel to main slopes in each section	460	" "

The last three propositions were figured out here, believing that the slopes would stand almost perpendicular.

Mr. Klein's preference is for the 24 foot road bed with slopes parallel to the present main slope in each case, but the Bureau is holing out for a 28 foot road bed. However, Mr. Davis stated he would like to go over the ground before making a final decision, and quoting from Mr. Klein's

letter: "Will you therefore refigure the 28 foot road bed, using present average slopes and then see Mr. Johnson and get prices from him on the quantities involved in both the 24 foot and 28 foot sections so that we will have this information available in further consideration of the problem."

We had figured the 24 foot road bed using present average slopes parallel main slope making 450 C.Y. as stated above and have just figured the 28 foot road bed on the same basis and make it 1172 C.Y.

Please check these figures and then, as requested by Mr. Klein, get prices from Mr. Johnson on both propositions as soon as possible.

I am returning the alignment maps, computation sheets and cross sections on both the Cape Horn and east of the tunnel projects.

Yours very truly

C. W. Wanser
Division Engineer

cwwic
cc. Mr. Roy A. Klein

H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 11, 1931

IN REPLY PLEASE REFER TO FILE NO.

Mr. C. W. Wanzer
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

I have your letter of May 1, relative to increasing the clearances in the vicinity of Sta. 1564, Cape Horn, and near Sta. 1801, East of the Deschutes Tunnel on The Dalles-Biggs Section of the Columbia River Highway.

The cross sections as shown for Cape Horn clearly indicate that it would not be possible to widen the roadway at this point without excessive cost and extreme hazard to highway traffic and railway operations.

I note the figures which you have given for widening the roadbed east of the tunnel. My own preference would be for the 24 foot roadbed with slopes parallel to the present main slope in each case. I discussed it with Mr. Davis of the Bureau of Public Roads and he is holding out for a 28 foot roadbed. I note that a 28 foot roadbed with 1¼:1 slopes would require 2990 cubic yards. This figure, of course, would be materially reduced if figured on the basis of slopes parallel to the average slope on the present sections.

Mr. Davis, however, stated that he would like to go over this work on the ground before making a final decision. Will you, therefore, refigure the 28 foot roadbed, using present average slopes, and then see Mr. Johnson and get prices from him on the quantities involved in both the 24 foot and the 28 foot sections so that we will have this information available in further consideration of the problem.

I am returning the alinement maps, the computation sheets and the cross sections on both the Cape Horn and East of the Tunnel Projects.

Very truly yours

1172 Cu. yds.

R. A. Klein

State Highway Engineer

RAK:HI

File
Prefix 33 B
File No. 25

May 1, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are submitting, for your consideration, the data relative to the road clearance in the vicinity of station 1567 (Cape Horn) and near station 1601 just east of the Deschutes tunnel, all on The Dalles-Biggs section of the Columbia River Highway.

We do not think that any thing should be done around Cape Horn but are submitting cross sections of that place which show the roadbed widths there.

East of the tunnel we have figured six different proportions for your consideration together with the yardage involved. They are as follows:

1.	31 foot roadbed with ½:1 slopes	4188 C.Y.
2.	30 " " " " "	3733 C.Y.
3.	28 " " " " "	2990 C.Y.
4.	24 " " " " "	1173 C.Y.
5.	31 " " " slopes parallel to the present main slope in each section	2022 C.Y.
6.	24 foot roadbed with slopes parallel to the present main slope in each section	450 C.Y.

The last three mentioned examples were figured out here. Will an inspection of the ground might show us to be wrong, our remembrance of the structure of the rock at this place tends to make us believe that we would be safe in figuring that the slopes would stand almost perpendicular. We are disposed to think that we should put in the section with a 31 foot roadbed with slopes parallel to the present slope, which would involve excavation quantities of 2022.

It seems to us that it would be advisable to do a good job inasmuch as considerable preliminary work would be necessary each time we went back in to do the work and for the further reason that as we have cut down the width of the tunnel it would be better to have the adjoining road extra wide so that the sight distance would not be impaired and there would be plenty of room to stop in case it was impossible to pass a load in this tunnel.

It is very hard to say just what the contractor would want for this work. I think considerable would depend upon which proposition we accept, as the parapet wall protection and the moving or protection of the telegraph line will be the same in all cases. We have not been able to see the contractor regarding this but will try and do so next week. We will take up with him each of the various sections and will advise you as to what he wants for the work.

Until we settle on the width we want to use, it will not be possible to tell you the exact stationing of the new roadbed section but as the cross sections being sent are close together, it can be taken from them.

We will advise you promptly after we talk with the contractor as to what he will want.

Yours very truly

C. W. Wanzer
Division Engineer

By
K. D. Lytle
Div. Office Engineer

kdl/c
cc. Mr. S. H. Probert.

41-55

PF 37

May 11, 1951

Mr. C. N. Hanzer
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

I have your letter of May 1, relative to intersecting the clearances in the vicinity of Sta. 1564, Cape Horn, and near Sta. 1801, East of the Deschutes Tunnel on The Dalles-Biggs Section of the Columbia River Highway.

The cross sections as shown for Cape Horn clearly indicate that it would not be possible to widen the roadway at this point without excessive cost and extreme hazard to highway traffic and railway operations.

I note the figures which you have given for widening the roadbed east of the tunnel. My own preference would be for the 24 foot roadbed with slopes parallel to the present main slope in each case. I discussed it with Mr. Davis of the Bureau of Public Roads and he is holding out for a 28 foot roadbed. I note that a 28 foot roadbed with 1½:1 slopes would require 2900 cubic yards. This figure, of course, would be materially reduced if figured on the basis of slopes parallel to the average slope on the present sections.

Mr. Davis, however, stated that he would like to go over this work on the ground before making a final decision. Will you, therefore, refigure the 28 foot roadbed, using present average slopes, and then see Mr. Johnson and get prices from him on the quantities involved in both the 24 foot and the 28 foot sections so that we will have this information available in further consideration of the problem.

I am returning the alignment maps, the computation sheets and the cross sections on both the Cape Horn and East of the Tunnel Projects.

Very truly yours

State Highway Engineer

RAK:HI

#1255

PR 37

May 5, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sirs

This is to acknowledge receipt of your letter of the 4th instant in which you inclose three certified copies of the notice of claim of Martin E. Oakes for rental on materials in the sum of $1313 against the bond taken from C. R. Johnson in connection with the contract for the Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

May 5, 1931

Federal Surety Company of Iowa
Fred A. Schlick, Agent
Corbett Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim of Martin E. Oakes for rental on materials in the sum of $1313 against C. R. Johnson in connection with The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, contract No. 1255.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours
STATE HIGHWAY COMMISSION

By
Secretary

FW
Inc.

cc C. R. Johnson
415 Exchange Building
Portland, Oregon

HAL E. Hoss
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

May 4, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from John C. McCue, Attorney at Law, Portland, Oregon, and filed as of this date a notice of claim by Martin E. Oakes for rental on materials in the sum of $1313.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, contract No. 1255.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

RECEIVED
MAY 5 1931
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon May 2nd 1931.

To The State of Oregon
Oregon State Highway Commission
Hal E. Hoss, Secretary of State of Oregon:

Notice is hereby given that the undersigned, Martin E. Oakes, as assignee of M. D. Hammel and Dallas Construction Company, a corperation, has a claim for materials and equipment consisting of tools, machinery and miscellaneous road equipment furnished and delivered to C. R. Johnson and for the reasonable rental value of said materials, tools, equipment, etc. heretofore delivered to the said C. R. Johnson and which said tools, machinery and equipment, etc. have heretofore been and now are in use in connection with the contract between the State of Oregon and the said C. R. Johnson for the widening and regrading of The Dalles, Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon, said contract being designated Contract #1255, which said claim is in the sum of $1515.00 and against the bond taken from the said C. R. Johnson as principal and Federal Surety Company of Iowa as surety upon said bond for the work of widening and re-grading of The Dalles - Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, under Contract #1255 between the said State of Oregon and the said C. R. Johnson. The said tools, materials and equipment, etc. so delivered to and used by C. R. Johnson upon said work are of the reasonable value of $3282.58 and the reasonable rental value thereof is the sum of $328.25 per month;

That the said M. D. Hammel and Dallas Construction Company, a corporation, heretofore and on or about the 7th day of April, 1931, sold and transferred all of the said equipment heretofore mentioned to the said Martin E. Oakes, and likewise sold, assigned and transferred to the said Martin E. Oakes all their right, title, claim and interest in and to all rentals theretofore accrued or to accrue for the use of said property on said work by the said C. R. Johnson.

MARTIN E. OAKES,
Claimant
407 Yeon Bldg.
Portland, Oreg.

Endorsed: File No. 944
Filed May 4, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Martin E. Oakes for rental on materials furnished in the sum of $1313.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, contract No. 1255, with the original notice of claim filed in the office of the Secretary of State on May 4, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 4th day of May, A. D. 1931.

Hal E Hoss

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Martin E. Oakes for rental on materials furnished in the sum of $1513.00 against the bond taken from C. R. Johnson, principal, and Federal Surety Company of Iowa, surety, for work on The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, contract No. 1255, with the original notice of claim filed in the office of the Secretary of State on May 4, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 4th day of May, A. D. 1931.

Hal E Hoss
Secretary of State

#1255

PR 37

May 4, 1931

Federal Surety Company of Iowa
Fred A. Schlick Company, Agents
Corbett Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a notice from Mr. John C. McCue, Attorney of Portland, in which we are advised of the claim of M. D. Hammel and Dallas Construction Company against C. R. Johnson to whom the State Highway Commission awarded the contract for the widening and regrading of the Dalles-Biggs Section of the Columbia River Highway in Sherman and Wasco Counties, state highway contract #1255. This claim is in the sum of $1313.00 which covers rental of certain equipment furnished Mr. Johnson for the performance of the above mentioned work.

We give you this information since you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc C. R. Johnson
415 Exchange Building
Portland, Oregon

JOHN C. McCUE
ATTORNEY AT LAW
YEON BUILDING
PORTLAND, OREGON

May 1,1931

The State Highway Commission

Salem, Oregon.

Gentlemen:

Attention Mr. H.B. Glaisyer, Secretary.

This will acknowledge receipt of your favor of the 29th ult. in which you enclosed copy of contract and bond in re. C.R. Johnson- The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon Contract #1255, for which please accept my thanks.

Complying with your request I am sending you herewith formal application for this contract and bond supported by affidavit of M.D. Hammel, which I trust you will find in due form.

Very truly yours

J. C. McCue

McC/G
Enc

NOTED
H B GLAISYER

To The State Highway Commission
Roy A. Klein, State Highway Engineer

Gentlemen:

The undersigned as assignee of M.D. Hammel and Dallas Construction Company, a corporation,, claimant, against C.R. Johnson for materials and equipment furnished and the rental thereof, which said materials and equipment were and are in use by the said C.R. Johnson in the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, State of Oregon, under contract #1255 between C.R. Johnson and the State of Oregon covering said work, herewith makes application for certified copy of said contract and bond and in this connection submits the following affidavit:

Martin E. Oakes,
Claimant.
407 Yeon Bldg
Portland, Ore.

STATE OF OREGON }
County of Multnomah } SS

I, M.D. Hammel, being duly sworn depose and say as follows: That prior to the 23rd day of January, 1931, M.D. Hammel and Dallas Construction Company, a corporation, were the owners of certain tools and equipment, machinery, lighting equipment, drilling equipment and miscellaneous tools suitable for road construction work, which said personal property was pursuant to an agreement with affiant and Dallas Construction Company, a corporation, used by said C.R. Johnson in the construction of what is known as the Burns-Canyon City highway job or project #35 F Malheur National Forest, an inventory of which tools and equipment, etc. was taken and a copy thereof delivered to the said C.R. Johnson;

That on or about January 23, 1931, the said C.R. Johnson entered into a contract with the State of Oregon for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon, said contract being designated as Contract #1255, and thereupon the said C.R. Johnson moved the said tools and equipment

JOHN C. McCUE
ATTORNEY AT LAW
YEON BUILDING
PORTLAND, OREGON

above named upon said last named job and has used the same thereon (with the exception of one Ingersoll-Rand compressor, one gasoline engine and generator, two reflectors and two jack hammers) and continues to use the same upon said job under, pursuant and with the understanding and agreement with affiant and Dallas Construction Company, a corporation, that the said C.R. Johnson shall pay to affiant and Dallas Construction Company, a corporation, the reasonable rental value of said tools, materials and equipment, etc. for the use thereof;

That the said tools, machinery, equipment and materials, etc. as aforesaid and as delivered to the said C.R. Johnson and as used by him in the performance of said contract work are of the reasonable value of $3282.58 and the fair and reasonable rental value thereof is the sum of $328.25 per month; that the said C.R. Johnson has paid nothing whatever to date on account of the use of said property by him as aforesaid; that there is due and unpaid from the said C.R. Johnson rental for said materials, tools, equipment, etc. for the months of February, March, April and May 1931 the reasonable rental value for said period aggregating the sum of $1313.00, and there will become due in the future rental value upon the said materials, tools and equipment at the rate of $328.25 per month for each and every month or fraction of a month subsequent to the month of May 1931; that said tools, materials and equipment are used by him upon said work until said contract has been completed;

That heretofore and on the 7th day of April,1931, M.D. Hammel, affiant, and Dallas Construction Company, a corporation, for a valuable consideration sold and transferred all of said personal property, tools, equipment, etc. as aforesaid and likewise sold, assigned, transferred and set over all their claim and demands against the said C.R. Johnson as to said rental, to Martin E. Oakes of Portland, Oregon, on whose behalf as owner and assignee this affidavit is made.

And affiant will ever pray, &c.

M.D. Hammel

Subscribed and sworn to before me this 1st day of May,1931.

J. C. McCue

Notary Public for Oregon
My commission expires 2/24/32

JOHN C. McCUE
ATTORNEY AT LAW
YEON BUILDING
PORTLAND, OREGON

FORM S-C-1 S-17418 5000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR 37

Miller Briggs Regarding

May 2, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I am submitting for your consideration the map and profile of the proposed revision east of the Deschutes tunnel on the Columbia River Highway.

As this matter was discussed with you upon your last visit, I will not go into the matter further at this time.

An estimate of the cost of this change is contained in a letter written by Mr. Peck, a copy of which is attached hereto. This estimate is based on the assumption that we would take 4865 cu. yds. out of the widening just east of the tunnel and the tunnel, but as the amount to be moved there is subject to change, the estimate would, of course, be changed with the narrowing up of the road at that point. There is a saving of 61 feet in distance and 41°24' in angle.

When you make a decision on this, will you please advise us?

Ans. by Mr. Klein

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lyttle
K. D. Lyttle
Div. Office Engineer

kdl/c
encls.
cc. Mr. R. H. Aldock.

Form 3000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEN

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

The Dalles, Oregon.
April 26, 1931.

COPY

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

Dear Sir:

I am sending under separate cover, map and profile of proposed revision sta 1802 to 1828 near the Deschutes River Tunnel. There is a total embankment of 24124 cu. yds.

1500 cu. yds. of material to be used to widen the old road will go into the fill.
4865 cu. yds. of ex. sta. 1800 to 1802 will go into the new fill
4000 cu. yds. to be excavation back of Carlisle's store can be hauled to the fill.
13092 cu. yds. to be wasted sta. 360 to 400 can be hauled to the new fill.

Charge against revised line.

1066 cu. yds. int. ex.	@	.45	$479.70
8562 yd. sta. O.H.	@	.03	256.86
57344 yd. mi. haul	@	.16	9175.04

Credit revised line

4518 yd. mi. haul on material to be hauled into fill on widening old road Sta. 1804 to 1827	@	.16	$722.88
Haul on 4000 cu. yds. material from back of Carlisle store that is waste otherwise and must be hauled at least one mile	@	.16	640.00
Haul on 4000 cu. yds. of material that otherwise is waste and must be hauled one half mile	@	.16	320.00
7689 yd. mile haul on material to be wasted sta. 364 to 374 and hauled from sta. 380 to 408	@	.16	300.64

Total charge	$9911.60	
Credit		3213.76
Total extra cost		$6697.84

(Sgd.) J. T. Peck.

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 1, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are submitting, for your consideration, the data relative to the road clearance in the vicinity of station 1567 (Cape Horn) and near station 1801 just east of the Deschutes tunnel, all on The Dalles-Biggs section of the Columbia River Highway.

We do not think that any thing should be done around Cape Horn but are submitting cross sections of that place which show the roadbed widths there.

East of the tunnel we have figured six different proportions for your consideration together with the yardage involved. They are as follows:

1.	31 foot roadbed with ½:1 slopes	4182 C.Y.
2.	30 " " " " " "	3733 C.Y.
3.	28 " " " " " "	2990 C.Y.✓
4.	24 " " " " " "	1173 C.Y.
5.	31 " " " slopes parallel to the present main slope in each section	2022 C.Y.
6.	24 foot roadbed with slopes parallel to the present main slope in each section	450 C.Y.✓

While The last three mentioned examples were figured out here, on inspection of the ground right now us to be wrong, our remembrance of the structure of the rock at this place tends to make us believe that we would be safe in figuring that the slopes would stand almost perpendicular. We are disposed to think that we should put in the section with a 31 foot roadbed with slopes parallel to the present slope, which would involve excavation quantities of 2022.

It seems to us that it would be advisable to do a good job inasmuch as considerable preliminary work would be necessary each time we went back in to do the work and for the further reason that as we have cut down the width of the tunnel it would be better to have the adjoining road extra wide so that the sight distance would not be impaired and there would be plenty of room to stop in case it was impossible to pass a load in this tunnel.

It is very hard to say just what the contractor would want for this work. I think considerable would depend upon which proposition we accept, as the parapet wall protection and the moving or protection of the telegraph line will be the same in all cases. We have not been able to see the contractor regarding this but will try and do so next week. We will take up with him each of the various sections and will advise you as to what he wants for the work.

Until we settle on the width we want to use, it will not be possible to tell you the exact stationing of the new roadbed section but as the cross sections being sent are close together, it can be taken from them.

We will advise you promptly after we talk with the contractor as to what he will want.

Yours very truly

C. T. Wanzer
Division Engineer

By K D Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
cc. Mr. S. H. Probert.

#1255

PR 37

April 29, 1931

Mr. John C. McCue
Attorney at Law
Iwan Building
Portland, Oregon

Dear Sir:

Responding to your request of the 28th instant we hand to you herewith a certified copy of the contract and bond of C. R. Johnson with the State of Oregon covering the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties and being designated as contract #1255.

According to the statutes certified copies of contracts may be secured by the filing of an affidavit of the claim of the creditor. We are sending you this copy in advance of the receipt of the affidavit, thinking that you are in a hurry for it, but we will expect you to file the affidavit with us within the next few days.

We have no printed forms for the presenting of claims to the Secretary of State but we are attaching to this letter a mimeographed copy of Section 2991 of the Oregon Laws for 1920 which sets out a form which is substantially correct.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

MBG:W
Inc.

JOHN C. McCUE
ATTORNEY AT LAW
YEON BUILDING
PORTLAND, OREGON

April 28,1931

Mr. Roy A. Klein
State Highway Engineer
c/o State Highway Commission
Salem, Oregon.

Dear Sir:

A client of mine, Mr. Martin E. Oakes as assignee of M.D. Hammel, is desirous of giving notice of and perfecting his claim for materials furnished and equipment rented to C.R. Johnson and/or one of the corporations of which he is an officer, in connection with the contract or operation for the repair and widening of the Columbia River Highway East of The Dalles, Oregon, between The Dalles, Oregon, and the Deschutes River.

In connection with this matter I would appreciate it if you would be kind enough to furnish me with a certified copy of the contract covering said work and also of the bond covering same, and furthermore I would appreciate it if you would be kind enough to send to me any printed forms that you may have for presenting said claim and filing same with the Secretary of State as provided in Section 67-1101 Oregon Code 1930.

Very truly yours

J. McCue

McC/G

ANSWERED
H. B. G.

FR 37

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

April 13, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for signature and return to this office are three copies of modification of agreement for Oregon Emergency Federal Aid Project No. 37.

As a portion of the bituminous macadam surfacing has already been performed by State Forces, the unit prices for those items have been approved for Force Account conditions. It is our understanding, however, that the balance of this work will be done by contract.

It has been called to our attention that you may wish to increase the allotment of Advance Funds on this project by the amount of State Funds set up for the grading work. Advice is requested concerning this point.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

RECEIVED
APR 14 1931
OREGON

cc to J. N. Bishop

FORM S-A-1 E-18804

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

File
Prefix 33PB
File No. 25

OREGON STATE HIGHWAY COMMISSION

SALEM

March 26, 1931.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle,
Assistant Division Engineer,
Bend, Oregon.

Dear Sir:

We are informed by the Bureau of Public Roads that The Dalles-Biggs Section is not at all places being graded to the cross-section shown on the plans, particular mention being made of a portion of the project near Station 1567 (Cape Horn), and of a portion of the project near Station 1801 just east of the tunnel.

If any variations are to be made from the specified cross-section, it will be necessary that such variations be approved by the Bureau of Public Roads. Please, therefore, provide us with complete information as to any portions of the project upon which you propose to use a cross-section narrower than that shown on the plans, giving exact station limits and exact dimensions of cross-sections to be used.

It will, of course, be necessary to use a narrower section at Cape Horn, and we do not anticipate any difficulty in securing the Bureau's approval to the use of a narrower section at that point. At Station 1801 and elsewhere, however, we are inclined to think that the Bureau will insist upon the use of a full width section, unless it can be shown that such procedure would be impracticable or would result in very excessive extra cost. As there may be some question as to the width of section that should be used at Station 1801, please inform us as to what extra cost would be involved in constructing that portion to the specified cross-section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

SHP:ER
cc to J. N. Bishop

VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIK
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

33PB

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles,Oregon.
April,17,1931.

IN REPLY PLEASE REFER TO FILE No.

Mr.C.W.Wanzer,
Division Engineer
Bend,Oregon.

Dear sir;

I am sending you some platted sections showing the width of roadway at Cape Horn sat 1567/30 to 1569/00 on The Dalles-Biggs Section of the Columbia River Highway.

I took an acurate cross section at sta 1567/57 and the sections sta 1567/33 to 1567/77 are similar,from 1567/77 to 1568/21 the cut runs from 60 to 80 feet.

I did not make an acurate cross section of the entire cliff as I understood that you did not contemplate widenign but wanted to shoe the width of roadway.

Very truly yours.

...DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon.
April, 14, 1931.

IN REPLY PLEASE REFER TO FILE NO.

Mr. . D. Lytle,
Ass't Division Engineer
Bend, Oregon.

Dear sir;

Per your request I am sending you under seperate cover platted cross sections of the point immediately East of the tunnel at the Deschutes River sta 1880.

I have made my estimate on the 28 foot roadway of course this can be adjusted.

To get this width we will have 3892.8 cu yds solid rock excavation.

I will send you point at Cape Horn tomorrow.

Very truly yours.

D E Rood

...ZER, CHAIRMAN, PORTLAND
...E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. H. GLASPELL
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles,Oregon.
April,27,1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr.C.W.Wanzer,
Division Engineer
Bend,Oregon.

Dear sir;

I am sending you today under seperate cover pencil sketches of the point at Cape Horn sat1567 to 1570 and the point at the tunnel sta 1800 to 1802 both on The Dalles-Biggs Section of the Col River Hy.

I have shown the Rock Parapet Wall and the foot of the cliff on the sketches.

Very truly yours.

C. E. Peck

...DOZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon.
April, 26, 1931.

IN REPLY PLEASE REFER TO FILE NO.

Mr. C. W. Wanzer,
BDivision Engineer
Bend, Oregon.

Dear sir;

I am sending under seperate cover platted cross sections of the point at Cape Horn sta 1566 ± 50 to 1569 ± 50.

The section 1567 ± 30 to 1569 ± 24 is not included in this contract.

At sta 1567 ± 50 I have an acurate cross section the other sections are acurate as to heighth and distance out at toe.

I have made no attempt to estimate the quantities.

Very truly yours.

S. B. Peck

C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles,Oregon.
April,26,1931.

IN REPLY PLEASE REFER TO FILE NO.

Mr.C.W.Wanzer,
Division Engineer
Bend,Oregon.

Dear sir;

I am enclosing three estimates on the widening of point sta 1999 + 58 to 1800 + 0 The Dalles-Biggs Section of the Col River Highway.

I am giving an estimate on 28 ft roadway with three foot ditch and the regular widening on the curve, an on the 28 ft roadway with two ft ditch and the curve widening also on the 28 foot section with no ditch and the 8" perforated concrete pipe.

The first sec with 3 ft ditch has	4181.6 cu yds ex.
The second sec with 2 ft ditch has	3773.2 .. .. ..
The third sec with no ditch has	2990.8 .. .. ..
.. ..	300.0 lin ft 8" per conc pipe

Very truly yours.

PR 37

March 26, 1931

Mr. S. Murray
Chief Engineer
Oregon-Washington Railroad & Navigation Company
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 25, 1931 concerning the operations of Contractor Johnson in widening the Columbia River Highway east of The Dalles. Immediately on receipt of your letter, I took this matter up with the contractor and with both the resident and division engineers, urging them to use extreme care in the conduct of their construction operations when adjacent to your railroad lines and to the telegraph service. I told our engineers to watch this feature very carefully in the future and if there are any more interruptions to service by reason of the contractor's activities, I will be very glad if you will advise me at once and I will immediately bear down on them considerably harder.

I hope that this job will be handled to your satisfaction, as I appreciate very much your cooperative attitude in working out these joint problems. I am glad you called the matter to my attention at this time so that we can check up the contractor before he goes any further.

Very truly yours,

State Highway Engineer

RAK:HI

FORM 3010

STANDARD

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

URRAY.
CHIEF ENGINEER

PORTLAND, OREGON
March 25, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Our Superintendent of First Division and our Superintendent of Telegraph are both complaining of the operations of contractor Johnson in widening highway east of The Dalles.

We have had a number of interruptions in our telegraph service due to contractor blasting. I realize that there is a certain amount of hazard in work of this kind, but will appreciate it if you will take the matter up with the contractor and impress upon him the necessity of using extreme caution when blasting near our line.

Yours truly,

S. MURRAY

PR37

March 26, 1951

Mr. C. E. Johnson
414 Exchange Building
Portland, Oregon

Dear Sir:

I have received the following letter from Mr. S. Murray, Chief Engineer of the Union Pacific System dated March 25, 1951:

"Our Superintendent of First Division and our Superintendent of Telegraph are both complaining of the operations of contractor Johnson in widening highway east of The Dalles.

"We have had a number of interruptions in our telegraph service due to contractor blasting. I realize that there is a certain amount of hazard in work of this kind, but will appreciate it if you will take the matter up with the contractor and impress upon him the necessity of using extreme caution when blasting near our line."

You will appreciate the necessity of using extreme caution in handling that part of the work which is contiguous to the railroad property if interruptions to train or telegraph service are to be avoided, and, therefore, I will expect your whole hearted cooperation in carrying out those provisions of the contract so the railroad authorities may have no reason to complain of the conduct of your operations.

Very truly yours,

State Highway Engineer

RAK:HI

cc K. D. Lytle, Bend
J. E. Peck, The Dalles

PR# 75

4137

March 16, 1931.

Mr. E. B. Lytle,
Assistant Division Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to your letter of March 10th relative to a possible line revision between Shaniko and Biggs on The Dalles-Biggs Section of the Columbia River Highway.

Mr. Klein does not consider that the advantages of this change are sufficient to warrant the additional expense which it would involve. You will, therefore, proceed with the construction as originally planned.

Very truly yours,

BOY A. KLEIN,
State Highway Engineer,

By

E. B. Probert,
Office Engineer.

EBP:MR

cc to C. H. Wanner

...., CHAIRMAN, PORTLAND
... GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

March 16, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

For your considerabion I am sending you herewith a map and profile of a possible line change on The Dalles-Biggs Section of the Columbia River Highway. This change extends from Sherman to the Biggs bridge at the Sherman Highway Junction.

The red line on the map shows a saving of 143° in angle and shortens the distance by 150 feet but it is my opinion that there is too much work involved in the construction of the crossing of the rail road track and creek at Spanish Hollow and that we would have the change the red line so that it would come into our present line at the west end of the present bridge. This change would cut down the saving in angle to about 100 degrees.

Presuming that the new line would hit the west end of this bridge, the rise and fall would be as follows:

	Old Line	New Line
+	grade in feet of elevation 101.0	42 feet
-	" " " " " 124.0	59 "
	225	101

The change would be about 2.6 miles in length and would probably cost about $20,000.00 more than the present line.

We have not worked out the details of this job, the line shown being only a rough preliminary. Our crew is very busy and we thought that we would not spend any time on it unless you are interested.

There would be considerable difficulty in constructing the line due to the closeness of the rail road track from Sta. 356 to 360. This rock cut is not over ten feet from the outside rail. We would also have to secure an encroachment from the railroad company. If you thought the proposition was worth further study we would be glad to work up the quantities, etc.

It seems to me that this would be a very desirable change if it had been included in our original plans but at the present time there is considerable doubt in my mind as to whether we are justified in making it. However, you may have different views in the matter and it is for that reason that I am submitting it to you.

Will you kindly advise as to whether you wish additional data worked up or whether we should drop the matter.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.
cc. Mr. E. W. Baldock
Mr. C. W. Wanzer

FORM S-G-1 S-17416 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR 37

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

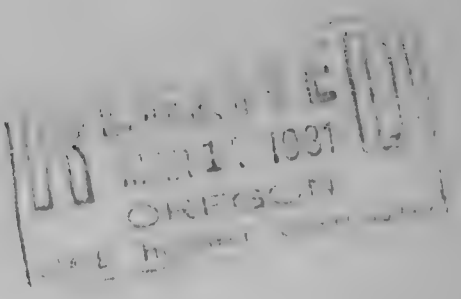
OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

March 16, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon



Dear Sir:

I am submitting for your approval, the attached Price Agreement covering the construction of two rubble masonry walls on The Dalles-Biggs Section of the Columbia River Highway.

These items should have been included in the contract but for some reason were over looked in drawing up the plans for the section. When we cross sectioned the job we found that it would be necessary to construct these walls to keep the fill slopes from going over the Great Southers Railroad tracks.

Before deciding on this construction we investigated the advisability of throwing the line into the hill and cutting out the wall, but that plan would cost us about $1600.00 more than the wall, so it was abandoned.

Yours very truly

K. D. Lyttle

K. D. Lyttle
Ass't. Division Engineer

kdl/c
encls.
cc. C. W. Wanzer.

PR 37
Reopened

March 4, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Bonfort-Deschutes River Section, Project No. 37, reopened.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH.

encl.

Oregon State Highway Department — Emergency Project No. 37 (Reap)

SEUFERT-DESCHUTES RIVER SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for excavation and bituminous macadam aggregate and estimated costs of constructing bituminous wearing surface.)

Salem, Oregon, March 8, 1921.

Completed Work as Shown by Final Vouchers

Final Cost of Roadway (excluding bridges over 20' span)	$157,229.55
Engineering and contingencies	25,187.45
Total	$182,416.70
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing	82,077.04
Engineering and Contingencies	[illegible]
Total	$104,542.25
Total Cost on Completed Work	466,959.03
Federal Aid Paid on Roadway	157,085.80
" " " " Bridges	38,410.20
Total Federal Aid Paid	$195,494.20

Length of Roadway (excluding bridges)	12.391 miles
" " Seufert Viaduct	0.042 "
" " Big Eddy Overcrossing	0.040 "
" " Dillon Overcrossing	0.075 "
Total Length	12.508 miles
Cost per mile, Roadway	$29,248.30
Federal Aid Paid per Mile, Roadway	12,577.21

NEW WORK - ROADWAY

Bituminous Macadam Wearing Surface

6,200 cu. yds.	Crude "D" Rock in Stock Piles	$1.40	$8,820.00
5,500 " "	" "C" " " " "	1.40	7,700.00
2,300 " "	" "B" " " " "	1.60	3,680.00
2,300 " "	" "A" " " " "	1.60	3,680.00
0 500 " "	Sand or Fine Screenings	0.00	0.00
240,000 gals.	No. 3 Oil	0.075	18,000.00

Bituminous Macadam Wearing Surface

16,750 cu. yds.	Constr. of Wearing Surface (Type "B")	$5.40	$
1,150 cu. yds.	Constr. of Wearing Surface (Type "S")	5.75	
	Sub-total		$99,742.50
	10% Engr. & Cont.		
	Total		$109,716.75

Revised length of project:

Sta. 1187+65.0 to Sta. 1406+89.0 and		
Sta. 1555+00 to Sta. 1595+00 (No regrading work)	6.4184	Miles
Sta. 1496+89.0 to Sta. 1508+00 (On proposed future revision)	.2104	"
Sta. 1508+00 to Sta. 1548+45.5 (Regrading Unit)	5.8472	"
Total Revised length of Project (Gross)	12.474	"
Length 5 Bridges	0.114	"
Total revised length (net)	12.360	"

Cost per mile, bituminous macadam project $ 8,878.78
" " " regrading project 12,778.47

Adjusted Federal Aid per mile, $157,085.30 ÷ 12.360 = $12,709.00

Deficiency, $\frac{20,000 - 12,709}{20,000}$ = .36455

Federal Aid per mile allowable on new work, $18,889.00 x .36455 = $6,885.78

Estimated percentage of work complete on September 1, 1931 100%

Regrading, Dillon-Deschutes River Unit

All Required				
	Clearing & Grubbing		Lump Sum	$ 89.92
34,600 cu. yds.	Excavation West of M.P. 100.4		$0.72	24,912.00
20,200 cu. yds.	Common Excavation		0.28	5,656.00
5,400 cu. yds.	Intermediate "		0.45	2,430.00
9,800 cu. yds.	Solid Rock "		1.05	10,290.00
300 cu. yds.	Tunnel Excavation		7.00	2,100.00
37,800 yd. stas.	Overhaul		0.05	999.00
53,100 yd. mis.	Truck Haul		0.16	8,496.00
14,800 cu. yds.	Gravel Topping		0.28	4,144.00
35,200 yd. mis.	Hauling Gravel Topping		0.14	4,928.00
2,480 cu. yds.	Salvaging Surfacing Materials		0.50	1,240.00
2,480 cu. yds.	Earth Filler		0.30	744.00
3,400 yd. mis.	Filler Haul		0.16	544.00

150 lin. ft.	12" Galv. Corr. Iron Pipe	$1.10	$ 165.00
500 lin. ft.	18" " " " "	1.75	875.00
210 lin. ft.	24" " " " "	3.25	682.50
	Sub-Total		$67,072.42
	10% Engr. & Cont.		6,772.24
	Total		$74,715.70

SUMMARY

Item	Total Cost	Federal Aid		Federal Aid Per Mile	Emerg. Relief Funds		State Funds
NEW WORK, ROADWAY							
Bit. Macadam	$100,716.76	$68,276.76	(68.32%)	$5,534.00	$ - -		$31,660.00
Regrading Unit	76,715.76	7,434.76	(10.00%)	1,281.78	56,015.84	(76.00%)	13,267.24
	$184,432.51	$75,771.52			$56,015.84		$44,847.24
OLD WORK							
Roadway	362,416.78	197,095.20		12,709.00	- -		268,321.46
Totals (Roadway)	$546,849.29	$272,866.72			$56,015.84		$237,968.69
3 Bridges	104,542.00	30,410.00		- -	- -		85,132.00
Totals (All Work)	$651,391.84	$272,866.49			$56,015.84		$324,112.71

Federal Aid Per Mile

Sta. 1187/88.8 to Sta. 1688/00 and Sta. 1165/00 to Sta. 1698/00		
New Work - Bituminous Macadam		$5,534.00
Old Work		12,709.00
Total		$18,243.00
Sta. 1600/00 to Sta. 1648/43.5		
New Work - Bituminous Macadam		$ 5,534.00
- Regrading		1,281.78
Total (New Work)		$ 6,815.78
Old Work		12,709.00
Total (All Work)		$19,514.78

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1925.

State funds for Maintenance: Chapter 41, Laws 1927.

FR37

March 4, 1931

C. E. Johnson
414 Exchange Bldg.
Portland, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, Oregon.

Very truly yours
STATE HIGHWAY COMMISSION
By

Secretary

FW
Inc.

Form 39—E-18160—1500—9-30.

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

1127

FIELD ENGINEER'S WEEKLY REPORT

Date Feb 7, 193 1

Job name [illegible] Week from 2 to 7

Mail address [illegible]

Highway [illegible] Telegraph or telephone address "

County [illegible] Job prefix [illegible] Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] Sec. 7 to 1512
7 1540, [illegible]
[illegible]
[illegible] Engineer [illegible]
[illegible] Clearing [illegible] 1550. [illegible] all
Entirely Faithful [illegible] Inspection
and Culvert [illegible]
Letter from Douglas in
regard to Survey on Heat and Mountain
received if [illegible] Survey Party.
[illegible] & Equipment Foreman
Survey [illegible] [illegible]
We [illegible] [illegible] Tuesday until
Saturday night. [illegible] [illegible] the Tied
Out [illegible] to [illegible]
[illegible] and [illegible] Set [illegible]
[illegible] [illegible] Heat just
[illegible]

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title [illegible] Engr

B-19703—2M—10-30

1137

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project .....

Cubic yards moved to date 0

Miles covered by contractor's forces 0

Miles cross-sectioned 20

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... 1 ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

RECEIVED
8 11 31

Form 30—E-18703—2M—10-30

STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

1137

Date ....., 193..

Job name ..... Week from ..... to .....

..... Mail address .....

Highway ..... Telegraph or telephone address .....

County ..... Job prefix ..... Express and freight address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 37

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, ORES.

January 23, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are today recommending for approval the plans, specifications and estimate for Oregon Emergency Federal Aid Project No. 37, the bids for which were opened on January 15, 1931.

This is also to advise you of our concurrence today in the award of the contract to C.R. Johnson, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer.

PR 37

UNION PACIFIC SYSTEM

January 22, 1931.

Jan. 16, 1931

Mr. S. Hurray, Chief Engineer
O. W. R. & N. Company,
Portland, Oregon.

Mr. ... H. Klein,
State Highway Engineer
Salem, Oregon.

Dear Sirs

This is to inform you that the contract for the regrading of The Dalles-Biggs Section of the Columbia River Highway has this day been awarded to S. R. Johnson, ... of the Columbia River

Mr. Johnson's address is 414 Exchange Building, Portland, Oregon, and the work is to be handled by him as an individual.

As soon as you have ... the contract for

We will appreciate your doing whatever you can in assisting Mr. Johnson in the execution of agreements with your company relative to the performance of the work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:HR

FORM 3610

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

Jan. 16, 1931

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference your letter Jan. 13th and my letter Jan. 15th concerning the widening of the Columbia River Highway between the Dalles and Biggs.

As soon as you have awarded the contract for this work, please advise the name of the Contractor and address with advice as to whether he is doing business as an individual or a corporation. With this information I will then immediately draft the indemnity agreement and submit to them for execution.

Yours truly,

S. Murray

SHP
Please furnish.

FORM 3610

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON
January 15, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

This will acknowledge yours of the 13th in regard to widening the Columbia Highway between the east city limits of The Dalles and Biggs in Sherman County:

I note you have covered the proposed operations with the usual clauses with which we are all familiar. We will await the call of the successful bidder and we will be glad to co-operate with you in the work as usual.

Yours truly,

S. MURRAY

Perkett

FR37

January 21, 1931.

Mr. C. W. [illegible],
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

Your attention is called to the following changes which were made in the plans for The Dallas-Riggs Regrading Project after the plans were received from the field.

1. Between Stations 321 and 356 a single curve was substituted for three separate curves.

2. At the grade crossing at about Station 410 a change in grade was made which reduced the excavation quantities about 4,000 cubic yards.

3. At about Station 1775 a curve of slight central angle was eliminated by the substitution of a tangent.

4. At about Station 330 a single curve was substituted for two separate curves.

These changes were made at Mr. Klein's suggestion, and should be carried out in construction, unless found to be impracticable.

The specifications as submitted from the field contemplated the use of only two gravel deposits as sources for the gravel shoulder and gravel topping materials. Mr. Klein is of the impression that other suitable deposits are available in the vicinity and that a considerable reduction in haul can be effected by their use. The

possibility of utilizing other sources should, therefore, be carefully investigated.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. E. Probert,
Office Engineer.

SEP:MR

cc to J. E. Bishop

FORM S-A-1 S-17784 7500 6-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

The Dalles
Jan. 31-1931.

U.S. Forest Service.
Asst Dist Engineer
Bend Oregon

Dear Sir

I have your letter of Jan 27th with reference to letter of Dec 31st, regarding line changes on Hwy 330, 356 & 361, #10 and #1773 I have looked over the proposed changes and recommend that they be made as suggested.

I will get into the gravel pit situation, the first of August and will endeavor to work it out satisfactorily.

Very truly yours.

J Eads

H. B. [illegible] CHAIRMAN, PORTLAND
C. E. GATE
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

January 21, 1931

IN REPLY PLEASE REFER TO FILE NO.

Memorandum

Mr. J. P. Newell called up this morning stating that he had had business relations both with E. T. Johnson and with Clarence Johnson and that he considered him a good contractor and one who could handle The Dalles-Biggs job in good shape.

Yesterday Mr. Jay Bowerman called up and stated that he was well acquainted with Clarence Johnson and was sure that he would handle his job well if awarded the contract for The Dalles-Biggs Section.

Monday, the 19th, Mr. Gilbert of Hansen & Rowland called up and stated that he was acquainted with Clarence Johnson and that their company considered him a good risk and would furnish a surety bond on The Dalles-Biggs job if they were asked, but stated that he understood the business was to go to another company who had furnished the bid bond.

RAK

RAK:HI

File with [redacted] data on Roller-Biggs job.
RAK

LAW

January 20, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Klein: RE: C. R. Johnson.

I do not wish to re-argue the claim of Mr. Johnson to the award of the job on which he was low bidder a few days ago, other than to state the result of my observations in the last two or three days. No less than a dozen people have spoken to me within that time asking me "What is the matter with Johnson that the job on which he was low bidder was not awarded to him?" This leads me to believe that in what I had to say in Mr. Johnson's behalf I overlooked the most important feature, and that is, the effect that any adverse action on your part would have on Mr. Johnson's standing in the community.

The people of the state have rightly learned to respect our Highway Department and its decisions carry a great deal of weight in the community. If therefore, it should place its stamp of disapproval on Mr. Johnson, it would practically ruin his future as a contractor. Mr. Johnson is young in the contracting world, so far as his own name is concerned, and possibly, owing to a certain amount of impetuosity, has incurred the enmity of certain competitors who have left no stone unturned to injure him.

I am firmly convinced that the criticisms of Mr. Johnson are without foundation. If however, he should be denied the award of this job it would give these criticisms a standing which they do not now possess. Since talking with you I have taken the occasion to check up on a number of things and am prepared to stand by the statements which I made to you last Friday. I particularly checked up on the charge that he had had an undue amount of litigation. I think that his record in this particular compares favorably with that of other contractors who have handled an equal amount of work. I have also talked with him about the necessity for using the greatest care in the performance of the work involved in the contract in question because of railroad,

10837

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

January 20, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Klein: RE: C. R. Johnson.

I do not wish to re-argue the claim of Mr. Johnson to the award of the job on which he was low bidder a few days ago, other than to state the result of my observations in the last two or three days. No less than a dozen people have spoken to me within that time asking me "What is the matter with Johnson that the job on which he was low bidder was not awarded to him?" This leads me to believe that in what I had to say in Mr. Johnson's behalf I overlooked the most important feature, and that is, the effect that any adverse action on your part would have on Mr. Johnson's standing in the community.

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I am firmly convinced that the criticisms of Mr. Johnson are without foundation. If however, he should be denied the award of this job it would give these criticisms a standing which they do not now possess. Since talking with you I have taken the occasion to check up on a number of things and am prepared to stand by the statements which I made to you last Friday. I particularly checked up on the charge that he had had an undue amount of litigation. I think that his record in this particular compares favorably with that of other contractors who have handled an equal amount of work. I have also talked with him about the necessity for using the greatest care in the performance of the work involved in the contract in question because of railroad,

telephone and telegraph lines and the traffic on the highway adjoining the work. He seems fully aware of these factors and assures me that he will not disappoint you in these particulars if the award is made to him.

I trust you will pardon me for still further burdening you with my views of this matter. It is only my very keen interest in the welfare of Mr. Johnson that I feel warrants me in writing you.

Very truly yours,

Jas. L. Conley

JLC:G

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO.

OF NEW YORK

CHARTERED 1874

Pacific Department

60 Sansome Street

San Francisco, Calif.

January 19, 1931.

Mr. Roy Klein,
State Highway Engineer,
State of Oregon,
Salem, Oregon.

Dear Mr. Klein:

It has come to my attention that there is some rumor to the effect that C. R. Johnson of Portland, Oregon, who had a subcontract under Wren & Greenough on State Highway work at Yreka, California, has not met obligations incurred in connection with that contract.

For your information, the Metropolitan Casualty Insurance Co. was surety upon a bond executed by Mr. Johnson as principal and the Metropolitan Casualty Insurance Co. as surety, in favor of Wren & Greenough, and the writer has personally verified the fact that Mr. Johnson has paid all bills incurred for labor or material and/or rental of equipment in connection with that contract. So far as the Metropolitan Casualty Insurance Co. is concerned, Mr. Johnson has a clean slate and his action in paying up all bills in connection with that contract, considering all of the circumstances of the contract, is highly commendable.

Yours very truly,

METROPOLITAN CASUALTY INSURANCE CO.

By- E. T. Hall

E. T. Hall, General Attorney.

ETH/mg

PHONE BROADWAY 7464

C. R. JOHNSON

GENERAL CONTRACTOR

414 EXCHANGE BUILDING

SKILL INTEGRITY AND RESPONSIBILITY

PORTLAND, OREGON.

January 18, 1931.

Mr. Roy Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

The following is a copy of three letters from Engineers for whom I have worked on construction similar to that of the Dalles-Biggs Section. These letters are self-explanatory and the originals are being mailed to Mr. Klien at Salem today.

"Mr. Roy Klein, State Highway Engineer, Salem, Oregon. Dear Sir: Mr. C. R. Johnson has just told me that he is the low bidder on the improvement of the Dalles-Biggs Section of the Columbia River Highway, as he completed last summer a revision job on Market Road #5 in this County, similar to the one just bid on. A high bluff of solid to intermediate material just above the tracks of the Mt. Hood R.R., which was taken out in a workmenlike manner and with no damage or interruption to the railroad or in its train service.

I certainly can recommend him for work of this character and he has proper equipment and a good roganization. Yours very truly, C. M. Hurlburt., County Engineer."

"State Engineer, Oregon State Highway Commission, Salem, Oregon. Gentlemen: During the Fall of 1930 Mr. C. R. Johnson was constructing the Soda Mountain project in Grant County for the Bureau of Public Roads. This project ran parallel to the Oregon Northwestern Railroad, and at a number of places on heavy rock cuts our right-of-ways were very close together.

At this time I was Chief Engineer of the Oregon Northwestern and I can truthfully say that at no time was our service interupted, nor did I have to even caution Mr. Johnson in the way the work was handled.

I can heartily recommend Mr. Johnson for any work of this nature and I am sure that if anybody is competent to handle this sork of work, Mr. Johnson is.

I am glad to recommend Mr. Johnson for any work of this nature. Yours truly, H. D. Haley."

"State Engineer, Oregon State Highway Commission, Salem, Oregon., Gentlemen:- At the request of Mr. C. R. Johnson, relative to the construction of the Soda Mountain project in Grant County for the Bureau of Public Roads, and at which time I was acting as Assistant Chief Engineer for the Oregon & Northwestern Railroad Company, I wish to inform the Engineer and Commission that the

construction of this project was handled by C. R. Johnson in a careful and efficient manner. In several places our railroad parallels the highway construction, and several of these places where the right-of-ways adjoin it was necessary for Mr. Johnson to do a great deal of blasting, owing to the solid rock materials encountered in the excavations.

I wish to state that at no time during the construction of this project was our service delayed or hampered or any damage done to our tracks on account of this construction, and that after the project had been completed I made a personal inspection of our tracks and right-of-ways in the sections paralleling the highway construction, and I was unable to find any damage whatsoever.

I am glad to recommend Mr. Johnson for work of this nature. Yours very truly, Theo.H. Hilleboe."

I wish to call your attention to the fact that I was on the Arlington-Blaylock Section of the Columbia River Highway during the entire period of construction, and as you likely know, this job required the removing of solid rock materials adjacent to the railroad tracks. I was also on the Mosier-Rowena Section of the Columbia River Highway during the entire period of construction and this Section as you know envolved heavy quantities of solid rock.

For further references I am glad to refer you to Mr. Sweetser of the Bureau of Public Roads at San Francisco, Mr. Lynch of the Bureau of Public Roads at Portland, Oregon, Mr. Williams of the Bureau of Public Roads, Alaska. I have done substantial amounts of work under these Departments and believe that my work has always been satisfactory and well done.

If there is any additional information that you would like to have in regard to my ability to do this particular job I will be glad to furnish such other information as you migh request.

Respectfully,

C. R. Johnson

CRJ/cs

PHONE BROADWAY 7464

C. R. JOHNSON

GENERAL CONTRACTOR

414 EXCHANGE BUILDING

SKILL INTEGRITY AND RESPONSIBILITY

PORTLAND, OREGON.

January 18, 1931.

Mr. Roy Klein,
State Highway Engineer, and
Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

The following is a copy of a letter from the City Engineer of St. Helens, Oregon, where I am at the present time constructing a sewer system for that city.

"To Whom Concerned: This is intended to express our attitude toward C. R. Johnson, who at the present time is engaged in a constrct with the City of St. Helens to construct a sewer system costing approximately $50,000.00.

To date, he has constructed about one-third of the system under his contract, and I can sincerely say that he has been willing to comply with his contract and has met all the requirments in this connection in an amiable manner. His work to date has been satisfactory; therefore, in view of the above statement based entirely on merit, I will say that Mr. Johnson has earnestly tried to execute this job to meet with the satisfaction of all concerned and therefore, merits this expression. Respectfully Yours,
J. E. Eilertson, City Engineer."

This particular sewer system is principally through solid rock excavations and requires blasting and removing of solid materials between houses and buildings and adjacent to water lines.

I wish to state that this rock work has been done with practically no damage to properties or buildings and in various places it has been necessary to go through these excavations within a very few feet of the buildings and houses and I believe that I am correct in stating that we have made these excavations as close as three feet from the houses and buildings mentioned.

Very respectfully,

C. R. Johnson

CRJ/cs

...SER
...HNSTON
L. H. DUNCAN

CITY OF ST. HELENS, OREGON

OFFICE OF
J. E. EILERTSON
COMMISSIONER OF PUBLIC WORKS
AND CITY ENGINEER
TELEPHONE 73

January 17,1931.

To Whom Concerned:

This is intended tp express our attitude toward C.R.Johnson,who at the present time is engaged in a contract with the City of St.Helens to construct a sewer system costing approximately $50,000.00.

To date,he has constructed about one-third of the system under his contract,and I can sincerely say that he has been willing to comply with his contract and has met all the requirements in this connection in a amiable manner. His work to date has been satisfactory;therefore,in view of the above statement based entirely on merit,I will say that Mr.Johnson has earnestly tried to execute this job to meet with the satisfaction of all concerned and therefore,merits this expression.

Respectfully Yours,

J.E.Eilertson

J.E.Eilertson
City Engineer

County Engineer's Office
Hood River, Oregon.

Jan. 17, 1931.

Mr. Roy Klein.
State Highway Engineer.
Salem, Oregon.

Dear Sir:-

Mr. C. R. Johnson has just told me that he is the low bidder on the improvement of the Dalles-Biggs Section of the Columbia River Highway, as he completed last summer, a revision job on Market Road #5 in this County, similiar to the one just bid on. A high bluff of solid to intermediate material just above the tracks of the Mt. Hood R.R., which was taken out in a workmenlike manner and with no damage or interruption to the railroad or in its train service.

I certainly can recommend him for work of this character and he has proper equipment and a good organiszation.

Yours very truly,
C. M. Hurlburt.
C. M. Hurlburt.
County Engineer

Portland, Oregon,
January 17, 1931.

State Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

During the Fall of 1930 Mr. C. R. Johnson was constructing the Soda Mountain project in Grant County for the Bureau of Public Roads. This project ran parallel to the Oregon Northwestern Railroad, and at a number of places on heavy rock cuts our right-of-ways were very close together.

At this time I was Chief Engineer of the Oregon Northwestern and I can truthfully say that at no time was our service interupted, nor did I have to even caution Mr. Johnson in the way the work was handled.

I can heartily recommend Mr. Johnson for any work of this nature, and I am sure that if anybody is competent to handle this sort of work, Mr. Johnson is.

I am glad to recommend Mr. Johnson for any work of this nature.

Yours truly

WDH/ss

W. D. Haley.

Portland, Oregon,
January 17, 1931.

State Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

At the request of Mr. C. R. Johnson, relative to the construction of the Soda Mountain project in Grant County for the Bureau of Public Roads, and at which time I was acting as Assistant Chief Engineer for the Oregon & Northwestern Railroad Company, I wish to inform the Engineer and Commission that the construction of this project was handled by C. R. Johnson in a careful and efficient manner. In several places our railroad parallels the highway construction, and several of these places where the right-of-ways adjoin it was necessary for Mr. Johnson to do a great deal of blasting, owing to the solid rock materials encountered in the excavations.

I wish to state that at no time during the construction of this project was our service delayed or hampered or any damage done to our tracks on account of this construction, and that after the project had been completed I made a personal inspection of our tracks and right-of-ways in the sections paralelling the highway construction, and I was unable to find any damage whatsoever.

I am glad to recommend Mr. Johnson for work of this nature.

Yours very truly,

Theo. R. Tillebe

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

1206

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at
84PR 6 78 COLLECT

YREKA CALIF 1032A JAN 17 1931

R A KLEIN

C 2.95 PERSONAL STATE HIGHWAY ENGINEER SALEM ORG

C R JOHNSON HARD ON SUBCONTRACTORS NO CONSIDERATION THIS JOB SAW HIM ONCE FOUR MONTHS GUTTED MILE AND HALF WALKED OFF LEAVING TO BOND COMPANY AND CONTRACTOR OWED EVERYONE RENT EQUIPMENT AND SUPPLIES THOUGH PAID WHEN HE SETTLED WITH CONTRACTOR TIED UP PORTION OF JOB TWO MONTHS HE IS SLIPPERY AND TRIED TO MAKE ON SHARP DEALS AND LAWSUITS RATHER THAN WORK WOULD DISLIKE VERY MUCH TO HAVE HIM AS A CONTRACTOR CONTINUALLY CHANGING PLANS AND SUPERINTENDENTS

C F WAITE

1130A

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Postal Telegraph

RECEIVED AT
333 WASH. ST.
Portland, Oregon
Abbott 6411
STANDARD TIME
SUBMITTED ON THIS MESSAGE

This is a full rate Telegram or Cablegram unless otherwise indicated by a sign in the check or in the address.

BLUE	DAY LETTER
NL	NIGHT LETTER
NITE	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER

Form 257P

POA28 48=SC SACRAMENTO CALIF 16 1138A

1931 JUN 16 PM 12 00

ROY A KLEIN=

IMPERIAL HOTEL=

NO RECORD OF C R JOHNSON HANDLING ANY STATE HIGHWAY CONTRACT IN CALIFORNIA UNDERSTAND THAT HE FAILED TO COMPLETE SUBCONTRACT UNDER CONTRACTOR WREN AND GREENOUGH YOU WILL HAVE TO CONTACT CONTRACTOR FOR REASON JOHNSON HAS PREQUALIFIED TO BID ON STATE HIGHWAY GRADING WORK MAXIMUM FIVE HUNDRED THOUSAND DOLLARS=

C H PURCELL.

S. E. Preberg,
Office Engineer.

Dict. by J. E. Nash/ER.

wcl.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1931

CLASS OF SERVICE

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WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

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The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon TELEPHONE 61

1931 JAN 17 AM 8 00

PR9 46 5 EXTRA NL COLLECT 30. SACRAMENO CALIF JAN 16 VIA
PORTLAND ORG 17

ROY KLEIN=

STATE HIGHWAY ENGINEER STATE HOUSE SALEM ORG=

AT CLARENCE JOHNSONS REQUEST ADVISE THAT HE HAS NOT BEEN BARRED FROM BIDDING ON CALIFORNIA STATE HIGHWAY WORK STOP JOHNSON FAILED TO FINISH WORK AS SUB CONTRACTOR FOR WRENN ON PACIFIC HIGHWAY BUT HAVE HAD NO DIRECT CONTRACT WITH US=

C S POPE.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Jan. 13, 1931.

Mr. E. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying the revised plans for the Dillon-Deschutes River Unit of the Seufert-Deschutes River Section, Project No. 37. There are likewise enclosed five bid proposals for this regrading work. Five sets of blueprint plans and one set of original cross-sections for the work are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Corrected Copy

Oregon State Highway Department — Project No. 57 (Deny)

SHERMAN-DESCHUTES RIVER SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Bidders will regrading plans for the Dillon-Deschutes River Unit. Not on hand for revised agreements)

Salem, Oregon, January 15, 1935.

Completed Work as Shown by Final Voucher

Final Cost of Roadway (excluding bridges over 20' span)		$337,232.93
Engineering and contingencies		25,187.43
	Total	$362,416.78
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing		92,977.84
Engineering and Contingencies		11,464.63
	Total	$104,442.47
Total Cost on Completed Work		$466,859.25
Federal Aid Paid on Roadway		$157,063.98
Federal Aid Paid on Bridges		38,410.90
Total Federal Aid Paid		$195,474.88
Length of Roadway (excluding bridges)	12.391 miles	
Length of Seufert Viaduct	0.042 "	
Length of Big Eddy Overcrossing	0.040 "	
Length of Dillon Overcrossing	0.032 "	
Total Length	12.505 "	
Cost per mile, Roadway	$29,248.30	
Federal Aid Paid per Mile, Roadway	12,677.21	

NEW WORK - ROADWAY

Bituminous Macadam Wearing Surface

6,300 cu. yds.	Grade "D" Rock in Stock Piles	$1.40	$8,820.00
5,500 " "	" "C" " " " "	1.40	7,700.00
2,300 " "	" "B" " " " "	1.60	3,680.00
2,300 " "	" "A" " " " "	1.60	3,680.00
0 800 " "	Sand or Fine Screenings	0.00	0.00
240,000 gals.	No. 5 Oil	0.075	18,000.00
15,750 cu. yds.	Constr. of Wearing Surface (Type "A")	3.40	53,550.00
1,150 " "	Constr. of Wearing Surface (Type "B")	3.75	4,312.50

Corrected Copy

Subtotal		$90,742.80
10% Engr. & Cont.		9,974.98
Total- - - - -		$ 100,717.78

Regrading, Dillon-Deschutes River Unit

All Required			
	Clearing and Grubbing		
34,800 cu. yds.	Excavation West of M. P. 100.4	$0.55	$19,050.00
30,200 cu. yds.	Common Excavation	0.30	6,060.00
5,400 cu. yds.	Intermediate Excavation	0.40	2,160.00
9,800 cu. yds.	Solid Rock Excavation	1.00	9,800.00
300 cu. yds.	Tunnel Excavation	6.00	1,800.00
55,300 yds. stan.	Overhaul	0.05	900.00
55,100 yd. mi.	Truck Haul	0.25	13,775.00
14,800 cu. yds.	Gravel Topping	0.60	8,880.00
35,200 yd. mi.	Hauling gravel, truck measure	0.16	5,632.00
2,490 cu. yds.	Salvaging Surf. Matls.	0.50	1,245.00
2,480 cu. yds.	Earth Filler	0.40	992.00
8,400 yd. mi.	Filler Haul	0.05	380.00
130 lin. ft.	12" Galv. Corr. Iron Pipe	1.50	195.00
300 lin. ft.	18" Galv. Corr. Iron Pipe	3.50	1,050.00
210 lin. ft.	24" Galv. Corr. Iron Pipe	6.00	1,260.00
	Sub-total.....		$72,035.00
	10% Engr. & Cont.....		7,205.80
	Total.....		$80,838.80

Revised length of Projects:

Sta. 1187/83.0 to Sta. 1498/89.0 and	
Sta. 1665/00 to Sta. 1695/00 (No regrading work)	8.4164 miles
Sta. 1498/89 to Sta. 1508/00 (on proposed future revision)	.2104 "
Sta. 1508/00 to Sta. 1543/43.5 (Regrading Unit)	5.8472 "
Total revised length of project (gross)	12.474 miles
Length of 5 Bridges	0.114 "
Total revised length, (net)	12.360 "

Adjusted Federal Aid - $12,677.21 x $\frac{12.321}{12.360}$ = $12,708.00

Deficiency, $\frac{20,000 - 12,708}{20,000}$ = .36455

Federal Aid allowable per mile on new work, $18,669 x .36455 = $6,805.78

Cost per mile, bituminous macadam project - $8,876.75
Cost per mile regrading project, - $13,743.50

REMARK

Item	Total Cost	Total Fed. Aid	Fed. Aid per Mile	Gov't to Reimburse Funds	State Funds
New Macadam Roadway					
Bituminous Macadam	$100,716.75	$60,270.75 (60.12%)	$5,523.97	--	$41,440.02
Regrading Unit	89,358.50	7,494.47 (08.52%)	1,231.81	$72,863.03	--
Totals (New Work)	$190,075.25	$75,770.20		$72,863.03	$41,440.02
Old Work					
Roadway	$362,416.78	$157,085.30	12,709.00	--	$205,331.48
Totals (Roadway)	$552,491.53	$232,854.50	--	$72,863.03	$246,773.50
3 Bridges	$104,542.25	38,410.90	--	--	$66,131.35
Totals (All Work)	$657,034.08	$271,265.40	--	$72,863.03	$312,904.85

FEDERAL AID PER MILE

Sta. 1157/83.0 to Sta. 1608/00 and Sta. 1665/00 to Sta. 1695/00

New work - bituminous macadam	$5,523.97
Old work -	12,709.00
Total	$18,232.97

Sta. 1830/00 to Sta. 1848/43.8

New work - bituminous macadam	$ 5,523.97
- regrading	1,281.81
	$ 6,805.78
Old work	12,709.00
	$19,514.78

Oregon State Highway Department. Project No. 37 (Deep)

SEUFERT-DESCHUTES RIVER SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate with regrading phase for the Dillon-Deschutes River Unit. Not as basis for revised agreement.)

Salem, Oregon, January 15, 1931.

Completed Work as Shown by Final Vouchers

Final Cost of Roadway (excluding bridges over 20' span)		$357,120.53
Engineering and contingencies		25,187.45
	Total	$382,416.98
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing		82,077.84
Engineering and Contingencies		22,484.43
	Total	$104,562.27
Total Cost on Completed Work		$486,979.25
Federal Aid Paid on Roadway		$157,083.39
Federal Aid Paid on Bridges		38,410.99
Total Federal Aid Paid		$195,494.38
Length of Roadway (excluding bridges)	12.391 miles	
Length of Seufert Viaduct	0.042 "	
Length of Big Eddy Overcrossing	0.040 "	
Length of Dillon Overcrossing	0.032 "	
Total Length	12.505 "	
Cost per mile, Roadway	$29,248.39	
Federal Aid Paid per Mile, Roadway	12,677.21	

NEW WORK - ROADWAY

Bituminous Macadam Wearing Surface

6,300 cu. yds.	Grade "D" Rock in Stock Piles	$1.40	$8,820.00
5,500 " "	" "C" " " " "	1.40	7,700.00
2,300 " "	" "B" " " " "	1.60	3,680.00
2,300 " "	" "A" " " " "	1.60	3,680.00
500 " "	Sand or Fine Screenings	0.00	0.00
240,000 gals.	No. 3 Oil	0.075	18,000.00
15,750 cu. yds.	Constr. of Wearing Surface (Type "A")	3.40	53,550.00
1,150 " "	Constr. of Wearing Surface (Type "B")	3.75	4,312.50

		Subtotal		$89,742.80
		10% Engr. & Cont.		9,974.25
		Total- - - - -		$ 100,716.78

Regrading, Dillon-Deschutes River Unit

All Required	Clearing and Grubbing			
34,600 cu. yds.	Excavation West of M. P. 100.4	.72	$0.55	$19,030.00
20,200 cu. yds.	Common Excavation	.71	0.50	8,[illegible].00
5,400 cu. yds.	Intermediate Excavation	.45	0.40	2,160.00
9,800 cu. yds.	Solid Rock Excavation	1.05	1.00	9,800.00
300 cu. yds.	Tunnel Excavation	7.00	5.00	1,500.00
33,900 yd. stas.	Overhaul	.09	0.05	[illegible].00
55,100 yd. mi.	Truck Haul	.14	0.25	13,275.00
14,800 cu. yds.	Gravel Topping	.38	0.80	5,920.00
55,200 yd. mi.	Hauling gravel, truck measure	.14	0.16	8,832.00
2,480 cu. yds.	Salvaging Surf. Matls.	.48	0.50	1,240.00
2,430 cu. yds.	Earth Filler	.30	0.40	972.00
3,400 yd. mi.	Filler Haul	.16	0.20	680.00
130 lin. ft.	12" Galv. Corr. Iron Pipe	1.10	1.50	195.00
200 lin. ft.	18" Galv. Corr. Iron Pipe	1.75	5.50	1,050.00
210 lin. ft.	24" Galv. Corr. Iron Pipe	3.15	6.00	1,260.00
		Sub-total.....		$73,055.00
		10% Engr. & Cont.....		7,305.20
		Total.....		$80,360.30

Revised length of Projects

Sta. 1187/23.0 to Sta. 1496/88.0 and	
Sta. 1685/00 to Sta. 1695/00 (No regrading work)	6.4164 miles
Sta. 1496/88 to Sta. 1508/00 (on proposed future revision)	.2104 "
Sta. 1508/00 to Sta. 1946/43.5 (Regrading Unit)	5.8472 "
Total revised length of project (gross)	12.474 miles
Length of 3 Bridges	0.114 "
Total revised length, (net)	12.360 "

Adjusted Federal Aid - $12,877.21 x $\frac{12.521}{12.360}$ = $12,709.00

Deficiency, $\frac{20,000 - 12,709}{20,000}$ = .36455

Federal Aid allowable per mile on new work, $18,669 x .36455 = $6,805.78

Cost per mile, bituminous macadam project - $8,876.75
Cost per mile regrading project, - $13,743.50

IR 37

SUMMARY

Item	Total Cost	Total Fed. Aid	Fed. Aid per Mile	Gov't. Reservation Funds	State Funds
New York, Section					
Bituminous Macadam	$109,716.75	$68,278.38 (62.23%)	$5,523.97	--	$41,440.62
Regrading Unit	80,358.30	7,424.47 (09.32%)	1,261.81	$72,933.83	--
Totals (New York)	$190,075.05	$75,770.69		$72,933.83	$41,440.62
Old Work					
Roadway	$352,416.78	$157,383.80	12,709.00	--	$206,[illegible]
Totals (Roadway)	$552,491.83	$232,854.60	--	$72,933.83	$246,773.[illegible]
3 Bridges	$104,542.25	38,410.90	--	--	$[illegible]
Totals (All Work)	$657,034.08	$271,265.50	--	$72,[illegible]	$312,904.78

FEDERAL AID PER MILE

Sta. 1187/83.0 to Sta. 1508/00 and Sta. 1665/00 to Sta. 1695/00

New work - bituminous macadam	$5,523.97
Old work -	12,709.00
Total	$18,232.97

Sta. 1508/00 to Sta. 1848/43.5

New work - bituminous macadam	$ 5,523.97
- regrading	1,281.81
	$ 6,805.78
Old work	12,709.00
	$19,514.78

Klein

Reference is made to Oregon Federal Aid project No. 37 - Deschutes Section of the Columbia River Highway, and to the estimate submitted on Feb. 7, 1929 and also Jan 10, 1931.

The final voucher for the completed work did not segregate Engineering and contingencies on some were claimed for Federal Aid. Prorating the Federal Aid paid on the basis of final construction costs, which excluded engineering and contingencies, were, 337,229.33 ~~[illegible]~~ for Roadway and 82,077.84 for bridges, would give 157,226.93 and 38,267.27 Federal Aid paid on Roadway and bridges, respectively.

~~As the Federal Aid~~

~~[illegible]~~

The use of these figures would result in slight changes in the deficiency fund, but as the Federal Aid allowable on the Feb. 7-1929 estimate was in excess of that recommended no change was made in the estimate. However the estimate now submitted makes use of the maximum allowable Federal Aid and it will be necessary to recompute the deficiency factor to conform to the correct figures.

Note from Davis

I Davis look this over and see if Engr. estimate for both road and bridge & for both and compute using correct figures

Klein

#104

Call contractors attention to Telegraph wait when contracts are sent out for execution.

Did Rak.

1937

Dear Sir:

This letter will confirm my recent conversation with you advising that the State Highway Commission would receive bids on January 15th, 1951 for the widening of the Columbia River Highway between the east city limits of The Dalles and Biggs in Sherman County, excepting 5.7 miles from a point in the vicinity of Seufert to the east end of the overcrossing west of Dillon and also excepting the strip opposite Celilo Falls through the Indian Village. There are several points on the project which are closely adjacent to your railroad tracks where it will be necessary to resort to shooting in the widening operations on account of the fact that the material to be moved is largely solid rock.

In order to fully protect the railroad during these construction operations we have covered the matter in the specifications with clauses similar to those which have been used in the past on highway work adjacent to your railroad property. In addition, in the present instance we have advised the contractors that they will be required to enter into an agreement with the Oregon-Washington Railroad & Navigation Company and the Western Union Telegraph Company using the same form as was required of the contractors on the Kamela-Hilgard Section of the Old Oregon Trail in Union County. We have also required that the contractor furnish a surety bond in favor of the railroad and telegraph companies in an amount of not less than $20,000 to cover the faithful performance of the provisions of the agreement.

For your further information I am sending you a copy of the specifications on which the contract will be based, together with a small scale sketch map which illustrates the project in outline. I have not forwarded you construction profiles as these are rather bulky and I did not wish to burden your files. They are available, however in the event that you would like to have more complete information on this project. Your special attention is invited to the specification forms to the part which deals with the proposed form of agreement between the contractor and the railroad company. It is expected that the award of this contract will be made promptly after the bids are received on the 15th of January and the contractor will be instructed to take up the matter of the

1437

January 15, 1951

Mr. S. Murray, Chief Engineer
Oregon-Washington Railroad & Navigation Co.
Pittock Block
Portland, Oregon

Dear Sir:

This letter will confirm my recent conversation with you advising that the State Highway Commission would receive bids on January 15th, 1951 for the widening of the Columbia River Highway between the east city limits of The Dalles and Biggs in Sherman County, excepting 5.7 miles from a point in the vicinity of Seufert to the east end of the overcrossing west of Dillon and also excepting the strip opposite Celilo Falls through the Indian Village. There are several points on the project which are closely adjacent to your railroad tracks where it will be necessary to resort to shooting in the widening operations on account of the fact that the material to be moved is largely solid rock.

In order to fully protect the railroad during these construction operations we have covered the matter in the specifications with clauses similar to those which have been used in the past on highway work adjacent to your railroad property. In addition, in the present instance we have advised the contractors that they will be required to enter into an agreement with the Oregon-Washington Railroad & Navigation Company and the Western Union Telegraph Company using the same form as was required of the contractors on the Kamela-Hilgard Section of the Old Oregon Trail in Union County. We have also required that the contractor furnish a surety bond in favor of the railroad and telegraph companies in an amount of not less than $20,000 to cover the faithful performance of the provisions of the agreement.

For your further information I am sending you a copy of the specifications on which the contract will be based, together with a small scale sketch map which illustrates the project in outline. I have not forwarded you construction profiles as these are rather bulky and I did not wish to burden your files. They are available, however in the event that you would like to have more complete information on this project. Your special attention is invited in the specification forms to the part which deals with the proposed form of agreement between the contractor and the railroad company. It is expected that the award of this contract will be made promptly after the bids are received on the 15th of January and the contractor will be instructed to take up the matter of the

agreement direct with you or your legal department. We will see to it that no work is started on any portions of the project adjacent to the railroad track until a satisfactory agreement has been signed.

Appreciating the splendid cooperation we have had with you in the past on similar projects, and with kindest personal regards, I am

Very truly yours,

State Highway Engineer

RAK:W
Ins.

PRELIMINARY ESTIMATE OF COST

REGRADING, THE DALLES-BIGGS SECTION OF THE

COLUMBIA RIVER HIGHWAY

Clearing and Grubbing			$2,500.00
Excavation, Single Classification	16,900 cu. yds. at	$0.50	8,450.00
Excavation, Common	75,600 cu. yds. at	0.30	22,680.00
Excavation, Intermediate	32,600 cu. yds. at	0.40	13,040.00
Excavation, Solid Rock	24,000 cu. yds. at	1.00	24,000.00
Overhaul	63,700 C. Y. Sta. at	0.03	1,911.00
Truck Haul	83,000 C. Y. Mi. at	0.20	16,600.00
Tunnel Excavation	450 cu. yds. at	5.00	2,250.00
12" Corr. Iron Pipe Extensions	360 lin. ft. at	1.75	630.00
18" Corr. Iron Pipe Extensions	90 lin. ft. at	2.75	247.50
24" Corr. Iron Pipe Extensions	140 lin. ft. at	3.75	525.00
36" Corr. Iron Pipe Extensions	12 lin. ft. at	6.75	81.00
12" Concrete Pipe Extensions	100 lin. ft. at	1.75	175.00
48" Concrete Pipe Extensions	20 lin. ft. at	11.00	220.00
12" New Pipe Installations	80 lin. ft. at	1.50	120.00
18" New Pipe Installations	40 lin. ft. at	2.50	100.00
24" New Pipe Installations	390 lin. ft. at	3.50	1,365.00
9" Porous Drain Pipe	1760 lin. ft. at	0.90	1,584.00
	Sub-total		$ 96,478.50
	10% Contg. & Engr.		9,521.50
	Total		$106,000.00

Salem, Oregon.
August 25, 1930.

CONTRACT #1256,

PR 91 Wilcox-Shaniko, Regrading & Widening 1931
#1256

91

April 3, 1934

Mr. Paul J. Kearney
Attorney at Law
Davis Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of March 30 regarding the claim of your client, Mr. J. W. Thompson, against a contractor named J. Rebman.

Our records disclose that the only contract awarded to Mr. Rebman by the State Highway Commission was state highway contract No. 1256 for widening and regrading the Wilcox-Shaniko Section of the Sherman Highway in Wasco County and Sherman County which was awarded to him on January 21, 1931 and was completed September 21, 1931. In connection with this contract Mr. Rebman furnished the state with a surety bond for the protection of labor and material claims and all just dues, debts and demands incurred against the project. This bond was written by the Standard Accident Insurance Company for whom A. D. Trunkey is agent with offices in the Spalding Building, Portland.

The State Highway Commission owes no money to Mr. Rebman for this work, final payment therefore having been made on November 20, 1931. Unless Mr. Thompson filed notice of his claim with the Secretary of State within the period required for such filing we doubt if at this time he can hold the bonding company responsible and liable. According to Chapter 280, Oregon Laws, 1931, such notice must be filed prior to the expiration of six months from the date of the completion of the project.

You mention in your letter that Mr. Thompson was employed on highway work at South East 82 Avenue, Portland; Port Orford; and near Pendleton. We have no record of Mr. Rebman's being engaged in state highway work at such places as an original contractor. He may have been doing

subcontract work of which we have no knowledge. We will be pleased to institute further search in the event you can give us a better description of the jobs on which your client was employed and perhaps the name of the original contractor.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

Telephone BRoadway 1514

PAUL J. KEARNEY
ATTORNEY AT LAW
DAVIS BUILDING
PORTLAND, OREGON

March 30, 1934

State Highway Com.
State House
Salem, Oregon

Dear Sirs;

During the time from May 16, 1932 until the later part of November 1932, my client a Mr. J.W.Thompson worked for a Mr. J. Rebman, driving truck on highway work, one job being at East 82nd Ave. Portland, Oregon, one at Port Orford, Oregon and one near Pendleton, Oregon.

Mr. Thompson who is a rather uneducated man, neither able to read or write, did not file notice with your Department of his claim for wages.

The contractor, Mr. J. Rebman has now gone into bankruptcy and threatens to include this item in his schedule.

Mr. Thompson has about $330.00 due him. I have no doubt that the Commission has had similar cases arise in the past and am wondering just what steps Mr. Thompson should or can take to secure payment of the money due him. The work done by him was State Highway work.

Any assistance or suggestions you can give me on this matter will be sincerely appreciated by the writer.

Sincerely yours,

Paul J. Kearney.

PJK/rs

4/256

Sherman
Wasco Co.

BR 91

May 11, 1932

Standard Accident Insurance Company
A. D. Trunkey, Agent
Spalding Building
Portland, Oregon

Gentlemen:

This is to inform you that Day, Hampson & Nelson, Attorneys, of Portland, Oregon, have advised that the claim of the Standard Oil Company of California for materials furnished J. Rebman in connection with Highway Contract No. 1256 for work on the Wilcox-Shaniko Section of the Sherman Highway in Sherman County, taken against the bond furnished by you in connection with said contract, has been paid.

Yours very truly,

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

May 11, 1932

Mr. J. Rehman
343 Vancouver Avenue
Portland, Oregon

Dear Sir:

This is to inform you that we have received advice from Day, Hampson & Nelson, Attorneys of Portland, Oregon, that the claim of the Standard Oil Company of California for materials furnished you under State Highway Contract No. 1256, in the sum of $1,586.84, taken against the bond furnished in connection with said contract wherein the Standard Accident Insurance Company is surety, has been paid.

Yours very truly,

STATE HIGHWAY COMMISSION

Secretary

HBG
jm

C. N. LAUGHLIGER
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAY 10 1932
OREGON
STATE HIGHWAY COMMISSION

May 9, 1932

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing herewith for your information, a copy of a letter from Dey, Hampson & Nelson, Attorneys, Portland, Oregon, advising that the notice of claim by the Standard Oil Company of California for materials furnished in the sum of $1,586.84 against the bond taken from J. Rebman, principal, and Standard Accident Insurance Company, surety, has been paid.

Yours very truly,

Hal Hoss

Secretary of State

HM

COPY

DEY, HAMPSON & NELSON
Attorneys at Law
800 Pacific Building
Portland, Oregon

RECEIVED
MAY 10 1932
OREGON
STATE HIGHWAY COMMISSION

May 7 1932.

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

On February 20, 1932, on behalf of the Standard Oil Company of California we filed its notice of claim for material furnished in the sum of $1,586.84 against the bond taken from J. Rebman, principal, and Standard Accident Insurance Company, surety, for work on the Wilcox-Shaniko Section of the Sherman Highway in Sherman County, Oregon, State Highway Contract No. 1256.

Please be advised that Mr. Rebman has paid the Standard Oil Company of California the full amount of its claim and we request that you release this claim of record and also advise the State Highway Commission of that fact.

Very truly yours,

DAY, HAMPSON, & NELSON

17/24

#1256
Sherman Co.

PP 91

February 25, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 20th instant, enclosing copies of notice of claim filed by Standard Oil Company of California against the bond furnished by J. Rebman in connection with the contract thatwas awarded to him by the State Highway Commission for the widening and regrading of the Wilcox-Shamiko Section of the Sherman Highway in Sherman and Wasco Counties, said claim being in the amount of $1,586.64.

Copies of the notice of claim are being sent to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 23, 1932

Standard Accident Insurance Company,
A. D. Trankey, Agent,
Spalding Building,
Portland, Oregon.

Dear Sir:

We hand you herewith copy of notice of claim that was filed with the Secretary of State by Dey, Hampson & Nelson, Portland, in behalf of Standard Oil Company against the bond furnished by J. Rehman in connection with the contract that was awarded to him by the State Highway Commission for the widening and regrading of the Wilcox-Shanklin Section of the Sherman Highway in Sherman and Wasco Counties.

Said claim is for $1,586.04 and is for petroleum products furnished to the contractor.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc J. Rehman
545 Vancouver Ave.
Portland, Ore.

...of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB ... 1932
OREGON
STATE HIGHWAY COMMISSION

February 20, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Dey, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by Standard Oil Company of California for materials furnished in the sum of $1,586.84 against the bond taken from J. Rebman, principal, and Standard Accident Insurance Company, surety, for work on the Wilcox-Shaniko Section of the Sherman Highway in Sherman and Wasco Counties, State Highway contract No. 1256.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to theprincipal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

TO: Hal E. Hoss, Secretary of State,
State of Oregon,
and
State of Oregon.

Notice is hereby given that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, has a claim for goods, wares and merchandise, consisting of petroleum products, in the sum of one thousand five hundred eighty-six and 84/100 dollars ($1,586.84) against the bond taken from F. Rehman, principal, and Standard Accident Insurance Company, surety, for the work of grading the Wilcox-Shaniko section of the Sherman Highway in Sherman and Wasco counties, Oregon, Oregon State Highway contract No. 1258.

Dated at Portland, Oregon, February 19, 1932.

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. MUNCY

District Sales Manager

Endorsed: File No. 2011
Filed February 20, 1932
HAL E. HOSS,
Secretary of State.

RECEIVED

#1254

PR91

December 5, 1931

Standard Oil Company of
California,
Pacific Building,
Portland, Oregon.

Attention of H. L. Muncy, District Sales Manager

Gentlemen:

Receipt is acknowledged of your letter of December 2nd, in which you make inquiry regarding State Highway Contract No. 1256 which was awarded to J. Rebman for the widening and regrading of the Wilcox-Shanike Section of the Sherman Highway in Sherman and Wasco Counties.

According to our records, this project was completed on August 21, 1931, which date is also considered as the date of acceptance on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
C. A. PERKINS
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

Dec. 2, 1931

J. Rebman

State of Oregon Highway Comm.
Salem, Oregon

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

This company furnished the above contractor with petroleum products which were used in connection with his contract for the construction of the Wilcox-Shaniko Section of the Sherman Highway, State Highway Contract #1256.

We will be pleased to have you inform us if this work has been officially accepted by your department, and if so, the date the work was accepted.

For your convenience in replying a stamped addressed envelope is enclosed.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By W L Muncy

RECEIVED
DEC 3 1931
STATE HIGHWAY COMMISSION
OREGON

CDE:LP

#1256
Sherman Hwy
RR 91

May 6, 1932

Mr. C. O. Fenlason,
Attorney at Law,
Pittock Block,
Portland, Oregon.

Dear Sir:

A copy of your letter, dated May 4, directed to the Secretary of State, has been transmitted to us, in which you request a certified copy of the contract and bond in connection with the State Highway Contract that was awarded to Mr. J. Rohnen.

We are pleased to comply with your request, and hand you herewith a certified copy of the contract by and between the State of Oregon, and J. Rohnen, covering the widening and regrading of the Wilcox-Shanike Section of the Sherman Highway in Wasco and Sherman Counties.

The surety bond, which was furnished by the Standard Accident Insurance Company, is set out on page 100 of the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

as Secretary of State

May 6, 1932

Standard Accident Insurance Company,
A. B. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed with the Secretary of State by C. O. Swanson, Portland Attorney, in behalf of Sherman J. Frank. This claim is against J. Rebman, to whom the State Highway Commission awarded the contract for the widening and regrading of the Wilcox-Shamika Section of the Sherman Highway in Sherman and Wasco Counties. It is in the sum of $2,000.00, and is for materials furnished to the contractor.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc J. Rebman,
543 Vancouver Ave.
Portland,

May 8, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of May 5, enclosing certified copies of notice of claim filed by Sherman J. Frank against J. Rebman, in connection with State Highway Contract No. 1256, which was awarded to Mr. Rebman for the widening and regrading of the Wilcox-Shanike Section of the Sherman Highway in Sherman and Wasco Counties.

We are today sending copies of the notice to the contractor and his surety, the Standard Accident Insurance Company, as suggested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAY 6 - 1932
OREGON
STATE HIGHWAY COMMISSION

May 5, 1932

State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from C. O. Fenlason, Pittock Block, Portland, Oregon, and filed as of this date, a notice of claim by Sherman J. Frank for materials furnished in the sum of $2000.00 with interest, against the bond taken from J. Rebman, principal, and Standard Accident Insurance Company, surety, for work on the Wilcox-Shaniko Section of the Sherman Highway in Sherman and Wasco Counties, Oregon, State Highway contract No. 1256.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

Secretary of State.

HM
enc.

P. S. - We are also enclosing a copy of the letter from Mr. C. O. Fenlason requesting a certified copy of the contract and bond covering the above construction work.

COPY

C. O. FENLASON
Attorney at Law
Pittock Block
Portland, Oregon

RECEIVED
MAY 6 - 1932
OREGON
STATE HIGHWAY COMMISSION

May 4, 1932.

Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:-

Enclosed herewith kindly find notice of claim by Sherman J.Frank against the bond taken by the State of Oregon from J. Rebman, as principal, and Standard Accident Insurance Company, a corporation, as surety, which bond was given as required by law on account of a certain contract entered into between J. Redman and the State of Oregon, through the Oregon State Highway Commission, bearing the date of about January 21, 1931.

This notice of claim is sent to you for filing as provided by our law and will you kindly file the same and advise me thereof.

Enclosed also kindly find affidavit of Sherman J. Frank, as required by law, requesting that he be furnished certified copies of the contract and bond. We will be pleased to receive the same at your earliest convenience.

Yours very truly,

C. O. FENLASON

COF:H

NOTICE OF CLAIM

TO THE STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, J. REBMAN AND STANDARD ACCIDENT INSURANCE COMPANY, a corporation.

NOTICE is hereby given that the undersigned SHERMAN J. FRANK, has a claim for materials and supplies consisting generally of powder, dynamite, caps, fuses and like explosives and accessories in the sum of $2000.00 with interest thereon as by law provided against the bond taken from J. Rebman of Portland, Oregon, principal of said bond, and Standard Accident Insurance Company, a corporation, surety of said bond for the work of highway improvement covering the improvement consisting of widening and re-grading of the Wilcox-Shaniko section of the Sherman highway in Sherman and Wasco counties, Oregon; That the State of Oregon contracted with said principal, J.Rebman, on or about the 21st day of January, 1931, to do said work, said contract being known and designated as contract No. 1256 and said bond was furnished by said contractor, principal, and said surety, as by the terms of said contract and the laws of the State of Oregon provided, and to insure the faithful performance of said contract according to its terms and by law provided; that said materials were furnished, sold and delivered as aforesaid by claimant to said J. Rebman and at the special instance and request of said J. Rebman, who did receive and accept the same and said materials were furnished for and used and consumed in the performance of the work contracted for by said contract.

IN WITNESS WHEREOF this notice is signed and dated this 4th day of May, 1932.

SHERMAN J. FRANK

* * * * * * * * * * * * * *

AFFIDAVIT

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

I, Sherman J. Frank, being first duly sworn, depose and say that the State of Oregon, through the Oregon State Highway Commission, did heretofore and on or about the 21st day of January, 1931, enter into a certain contract with J. Rebman known as contract No. 1256, calling for the doing of certain widening and re-grading of the Wilcox-Shaniko section of the Sherman Highway in Sherman and Wasco Counties, Oregon, and that said J. Rebman did post his bond as required by law and the Standard Accident Insurance Company, a corporation, is surety on said bond; that at the special instance and request of said contractor Rebman, I did sell and deliver to said J. Rebman, who did purchase and receive of me, certain goods, wares and merchandise consisting of explosives, caps, fuses and like accessories, which were used and consumed by said contractor doing and performing the work called for by said contract; that I have not been paid for the same and that there is due me the sum of Two Thousand ($2000.00) Dollars and that I make this affidavit for the purpose of being furnished a certified copy of the contract and bond as made and provided in such cases, which affiant requests be furnished forthwith.

SHERMAN J. FRANK

SUBSCRIBED AND SWORN TO before me this 4th day of May, 1932.

(SEAL)

C. O. FENLASON
Notary Public for Oregon.
My commission expires: Sept. 15 - 1933

Endorsed: File No. 2045
Filed May 5, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Sherman J. Frank for materials furnished in the amount of $2000.00 with interest, against the bond taken from J. Rebman, principal, and Standard Accident Insurance Company, surety, for the work on the Wilcox-Shaniko section of the Sherman Highway in Sherman and Wasco Counties, Oregon, State Highway contract No. 1256, with the original notice filed in the office of the Secretary of State on May 5, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of May, A. D. 19 32.

Hal E Hoss

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Sherman J. Frank for materials furnished in the amount of $2000.00 with interest, against the bond taken from J. Rebman, principal, and Standard Accident Insurance Company, surety, for the work on the Wilcox-Shaniko section of the Sherman Highway in Sherman and Wasco Counties, Oregon, State Highway contract No. 1256, with the original notice filed in the office of the Secretary of State on May 5, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of May, A. D. 19 32.

Hal E Hoss

Secretary of State

#1256
Clement
Mass Co.

November 10, 1931

PR 91

Standard Accident Insurance Company,
A. D. Trumbey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1256 for the construction of the Wilcox-Shanike Section of the Sherman Highway in Sherman and Wasco Counties, consisting of 11.9 miles of regrading, has been completed by the contractor J. Rahman, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 20th, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of thisletter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $61,897.66 including the final payment. Of this amount $1,108.37 was for force account work.

Veryytruly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict/ by J. McFarland.

PR 91

September 29, 1931.

Mr. C. D. Gabrielsen, Manager
Motor Vehicle Department,
B u i l d i n g.

Dear Sir:

At the request of Mr. J. Rebman of 545 Vancouver Avenue, Portland, Oregon, who has applied to you for a refund of certain truck license fees, we are writing to advise that Mr. Rebman is the main contractor (not a subcontractor) under our Contract No. 1256, which contract provides for the widening and regrading of the Wilsonville-Hubbard Section of the Sherman Highway in Sherman and Wasco Counties.

This contract was awarded to Mr. Rebman on January 21st, 1931, and the work performed under it was completed about September 1st.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

FORM 2-G-1 P-22548 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. S. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

September 11, 1931.

PR 91

PR 103

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

We hand to you herewith, the Final Estimate of the Wilcox-Shaniko Section of the Sherman Highway, J. Rebman's contract No. 1256 (Job Prefix 33 PC).

The data being sent at this time consists of three copies of final estimate, two copies of quantity summary and August force account payroll and bills. About two days work consisting of inking profile, cross sections, etc., remains to be done but immediately upon completion of this, all the supporting data for this estimate will be forwarded to your office.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie
J. A. Hardie

RECEIVED
SEP 14 1931
OREGON
STATE HIGHWAY COMMISSION

jah/c
encls.

Form 30—F-20128—5M—1-31

PR 91

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept. 12, 1931, 193

Job name Wilcox-Shaniko Regrading — *Week from* Sept. 7, *to* Sept 12

Mail address Shaniko, Oregon

Highway Sherman — *Telegraph or telephone address* Shaniko, Oregon

County Sherman & Wasco — *Job prefix* 33 P.C. — *Express and freight address* Shaniko, Oregon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Final Estimate turned in to C.W.Lanzer Sept.10, 1931

Final records will be forwarded Sept. 14,1931

RECEIVED
SEP 15 1931

(See back of this sheet for instructions and detailed information)

Signed Forrest Cooper

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 33PC *Percentage* 100

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

FORM S-C-1 7-28543 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

PRR 91

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

August 8, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We hand you herewith 5 copies of price agreement No. 7 on the Wilcox-Shaniko Section of the Sherman Highway, J. Rebman's contract No. 1256

This agreement is to cover a line change at the South end of the project from Station 938 + 00 toStation 943 + 54.3.

The basis of measurement shall be the same as specified in the contract.

Very truly yours,

C. W. Wanzer,
Division Engineer,

By J. A. Hardie.
J. A. Hardie.

FORM S-C-1 7-32540 5000 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

PR 91

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 27, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is Extra Work Order No. 4 to cover the work necessary in connection with the lowering of a water main in the city of Shaniko, on the Wilcox-Shaniko regrading contract no. 1256. (Job prefix 33 PC)

A copy of Mr. Cooper's letter regarding the same is attached hereto for your information.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie
J. A. Hardie

jah/c
encls.

RECEIVED
JUL 28 1931
OREGON
STATE HIGHWAY COMMISSION

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Shaniko, Oregon
July 25, 1931.

Mr. C. W. Wanzer
Division Engineer
State Highway Dept.
Bend, Oregon

COPY

Dear Sir:

I am handing you herewith an extra work order for lowering a water main in the City of Shaniko.

In all cases but this one we have squirmed around in one way or another and got by without disturbing any pipes of consequence but in this case I see no other alternative.

The city officials have agreed that if we will drill and blast the trench they will provide the new pipe and will do the fitting.

Hence this order.

Yours very truly

(Sgd.) Forrest Cooper
Forrest Cooper
Resident Engineer,

RECEIVED
JUL 28 1931
OREGON
STATE HIGHWAY COMMISSION

FORM S-C-1 P-20688 300 2-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

Wilson - Shaniko

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 16, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached please find signed Price Agreement No. 6, J. Rebman's contract #1256 to cover the grading of the revised curve through the city of Shaniko.

There shall be no additional payment other than at the contract price for this work.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie
J. A. Hardie

jah/c
encls.

RECEIVED
JUL 17 1931
OREGON
STATE HIGHWAY COMMISSION

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 13, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto please find signed Price Agreement # 5 on the Willcox-Shaniko section of the Sherman Highway. This agreement, as you will note, provides for a change in our profile grade between stations 747 and 757. This was made up in order to preclude the possibility of the contractor making a claim on account of this change.

RECEIVED
JUL 14 1931
OREGON
STATE HIGHWAY COMMISSION

Yours very truly

C. W. Wanzer
Division Engineer

By K D Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
encls.

FORM 2-C-1 P-20000 500 3-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

PR91

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 13, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto please find Extra Work Order No. 1 to cover the salvaging and replacing of 250 lineal feet of 12 inch culvert which is to be used for drainage at street intersection through the city of Shaniko.

The agreed price for this work, as stated in the order, is $1.25 per lineal foot.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie
J. A. Hardie

RECEIVED
JUL 14 1931
OREGON
STATE HIGHWAY COMMISSION

jah/c
encls.

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

PP 91

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 22, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
JUN 23 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

I am enclosing the letter written by Mr. Chas. Werner (Councilman in the town of Shaniko) which you left with me, together with a copy of a letter written by Mr. Lytle commenting upon Mr. Werner's letter in detail, which I think will give you all the necessary information that you will need to explain the matter to the Commission.

Yours very truly
C. W. Wanzer
C. W. Wanzer
Division Engineer

Right & wait for this charge here now/ken received
7-29-31
Ken

CWW:C
Encls.

F-20888 1000 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 22, 1931.

Mr. C. W. Wanzer
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

In response to your verbal request for a report on the attached letter written by Mr. Chas. Werner I am, herewith, giving you a brief history of the proposed line change through the town of Shaniko.

Along about the first of February, Mr. Cooper, our Resident Engineer at Shaniko, asked if the department would care to substitute a light curve for the right angle turn in the town of Shaniko. He stated that it was his opinion that one could be put in that would not strike any buildings. Answering him, I asked him to submit a map of his proposed revision. This map was made up and submitted to this office and on February 11th I wrote Mr. Klein telling him what had been done and asking if he would care to consider the proposition.

On the 16th of the same month he answered my letter stating that he did not consider it advisable to do anything unless there was some local support for the revision for the reason that there was a possible change to the north of Shaniko which would shorten the Sherman Highway if the traffic increased to the point where such a change would be justified.

I sent Mr. Cooper a copy of this letter thinking that it would definitely settle the matter. However, it is impossible to do anything in small towns of this sort without everyone knowing about it so one day Mr. Gavin, the Mayor of Shaniko, asked Cooper if we intended to do anything regarding the elimination of this curve and Cooper then said that Mr. Klein had rejected the proposal unless the people themselves wished the work done and then showed him Mr. Klein's letter. This letter, instead of having the expected effect, caused Mr. Gavin to fear that we were going to miss Shaniko entirely.

I was in Shaniko March 9th and Mr. Gavin asked me to appear before the council that evening, which I did. During the meeting they asked me to explain my attitude in regard to this change and whether or not I considered that Mr. Klein was threatening to miss Shaniko with the road unless this change through the town was made and if the proposed revision was made, would the Highway Commission promise that the major revision to the north would never be made.

I answered them as follows: I did not consider that Mr. Klein was using the line to the north as a wedge to force the new line through town but was simply a statement of the fact that this major change was possible and that he did not care to change the present line unless the people of Shaniko wanted the right angle turn eliminated. Also that in as far as I personally was concerned, I intended to let the matter drop as per the instructions of Mr. Klein and that I was not looking for any local support. Any future action would have to be taken by the council themselves. his letter

Continuing, I said that I did not believe Mr. Klein or the Commission would promise that the change to the north would never be made if the present revision was constructed but that was a matter they would have to take up with Mr. Klein and the Commission as I was not authorized to speak for either one. I did explain that I personally thought the present turn at Shaniko is the most objectionable piece of alignment on the Sherman Highway and that if it was eliminated there would be one less argument for the revision to the north and that it had always been my observation that each revision made more permanent the present route of a highway.

Considerable discussion then took place among the council members and other citizens. Mr. Ross had most of the discussion against the change while several members of the council seemed to be in favor. The meeting was rather informal but I judged that at last the council decided to drop the matter and let the present line stand.

I was very much surprised when we received the resolution of the council on April 5th asking that we change the line as I had presumed the matter had been dropped but after Mr. Ross' garage burned and he left the chief objector was gone and I presume the council decided it would be well to eliminate the right angle turn. Copies of our correspondence regarding this matter are attached for your information.

Yours very truly

K. D. Lytle

kdl/c
encls.

RECEIVED
JUN 1931
STATE HIGHWAY COMMISSION

June 1, 1931

Mr. Chas. Werner
Shaniko, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 29th ultimo concerning the relocation of the Sherman Highway through your city.

I shall be pleased to call this matter to the attention of the Highway Commission at its next meeting and will then advise you further.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

1SCsW

Shaniko, Oregon May 29, 1931.

RECEIVED
JUN 1 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

This little town of Shaniko is getting all split up over an attempt by certain citizens to have the highway through the town changed to run in a curve outside the main part of town away from its present location.

These certain citizens are members of the city council and incidentally gas dealers and it looks more like an act of spite, aroused by business competition, against a certain Mr. Ross who owned the Ross garage, also a gas dealer, but since burned down.

The undersigned is also a member of the City council, but being not interested either way I want to be fair to all sides concerned. I remember the council passed a resolution promising your commission no interference with the highway as at present located.

About three weeks thereafter rumors were circulated in town but never verified that the highway commission intends to eliminate the corner by the hotel in the center of town, which would of course indirectly and effectively kill the Ross garage business.

Since that time correspondence was supposedly had with your commission and the City of Shaniko concerning the securing of the right of way for the proposed new routing of the street and the city was advised to secure the right of way while the state would build the roadbed.

Since this new routing would traverse some of Mr. Ross property, he in his present state of mind naturally refuses to cooperate and condemnation proceedings will be necessary which may cost the city perhaps quite a bit of money.

Now to get at facts and the truth in this matter will you be so kind and advise me:

1. Do you know how those rumors started?
2. Did your commission or your engineering department at any time prior to this rumors contemplate changing the highway to any other location away from its present routing.
3. Does your commission assume the expense of securing the right of way?
4. Does your commission intend to finance building the new roadbed if the route should be changed?
5. Would you order building of the new roadbed even though the right of way was not prior secured?
6. Is your commission against the practice of placing markers as road guides in the center of streets in incorporated towns?

Thanking you in advance for an early answer

Very truly yours

Chas. Werner

Chas. Werner.

Copies made for Mr. Klein and Commission June 1,
A. Juranek

ANSWERED
H. B. G.

I would like Mr Lynch's opinion on this before any changes made
C K.

8-31
COMMISSIONERS
V. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

April 6, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

COPY

Dear Sir:

Reference is made to the attached letter from Mr. Cooper and the resolution passed by the City Council of Shaniko.

You will recall that Mr. Cooper submitted a proposition some time ago whereby we would substitute an 8° 30' curve for the right angle turn in the town of Shaniko. In your reply to my letter regarding this matter you advised us to drop the matter unless there was some local support for the change. I advised Mr. Cooper to that effect but in some manner the Mayor of Shaniko got wind of the matter and asked us about it. We answered him that we did not intend to do anything further and to prove it we showed him your letter but after reading it they were more scared than ever for the reason that in your letter you mentioned the possibility of some time changing the line to the north of Shaniko.

If you now care to follow up this matter we can no doubt secure the necessary right of way free of charge.

I would recommend that this change be made. I discussed this with Mr. Wanzer and he also thinks that the change should be made while the Council is in the present frame of mind.

Yours very truly

C. W. Wanzer
Division Engineer

By
K. D. Lytle
Division Office Engineer

kdl/c
encls.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. R. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

Shaniko, Oregon
April 4th, 1931.

K. D. Lytle
Ass't. Division Engineer
Oregon State Highway Commission
Bend, Oregon

COPY

Dear Sir:

Enclosed is a copy of a resolution passed by the Council of the City of Shaniko at a special meeting, March 27th., 1931.

Just what called this forth, I do not know, as I thot that this matter was settled the nite that you were here, however as strange as it may seem, they assure me that if the Highway Commission sees fit to construct this revision at this time the right of way will be forthcoming, gratis.

The only local opposition to this move that I have heard came from Mr. Alex Ross and since the passage of this resolution his estalishment has been completely destroyed by fire, so just what his present attitude is I do not know.

As you are familiar with this matter I do not think that any further explanation is necessary.

I will not make the survey of the encroachments as you requested in your recent letter until I hear from you as to the final disposition of this matter.

Very truly yours

(Sgd.) Forrest Cooper
Resident Engineer

COPY

At a special meeting of the City Council of Shaniko March 27, 1931 a resolution was passed unanimously by the City Council addressing a communication to the Oregon State Highway Commission advising them that if they contemplate eliminating the right angle turn in the City of Shaniko, that the City of Shaniko will cooperate in securing the right of way as suggested by the resident engineer's blue print.

(Sgd.) Thos. Gavin
Mayor

(Sgd.) B. F. Wagner
Recorder

...ISSIONERS
...VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
M. S. GLADDEN
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 11, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

COPY

Dear Sir:

Forrest Cooper, our Resident Engineer at Shaniko, has submitted a plan for eliminating the right angle turn on the Sherman Highway at Shaniko by the substitution of an 8°30' curve. He has drawn up a map on which is shown the buildings, etc., that would be affected by this change.

I think this would be a very desirable change from our stand point, the only thing being against it being the protests of the business interests in the town. We did not run this line on the ground because we did not wish to start anything until we knew how you felt in regard to the matter. The grading would be light and for the most part consist of common excavation. The contractor was interviewed and he would agree to this change.

Will you kindly advise as to what your ideas are in regard to this matter?

The map is enclosed herewith. The curve shown could be adjusted a little so that the right of way line would not hit the house on 7th street.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.

1000 3-31

COMMISSIONERS
VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
M. R. GLASGYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 18, 1931.

Mr. Forrest Cooper
Resident Engineer
State Highway Department
Shaniko, Oregon

COPY

Dear Sir:

We hand you herewith a copy of a letter received from Mr. Roy A. Klein in regard to the proposed line change in the town of Shaniko.

We are also attaching one blue print of the proposed change.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

By _____
J. A. Hardie

jah/c
encls.

W. V. FINCH, REDMOND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND
1000 2-31
...ISSIONERS
...VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. S. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

February 16, 1931.

Mr. K. D. Lytle
Assistant Division Engineer
Oregon State Highway Dept.
Bend, Oregon

COPY

Dear Sir:

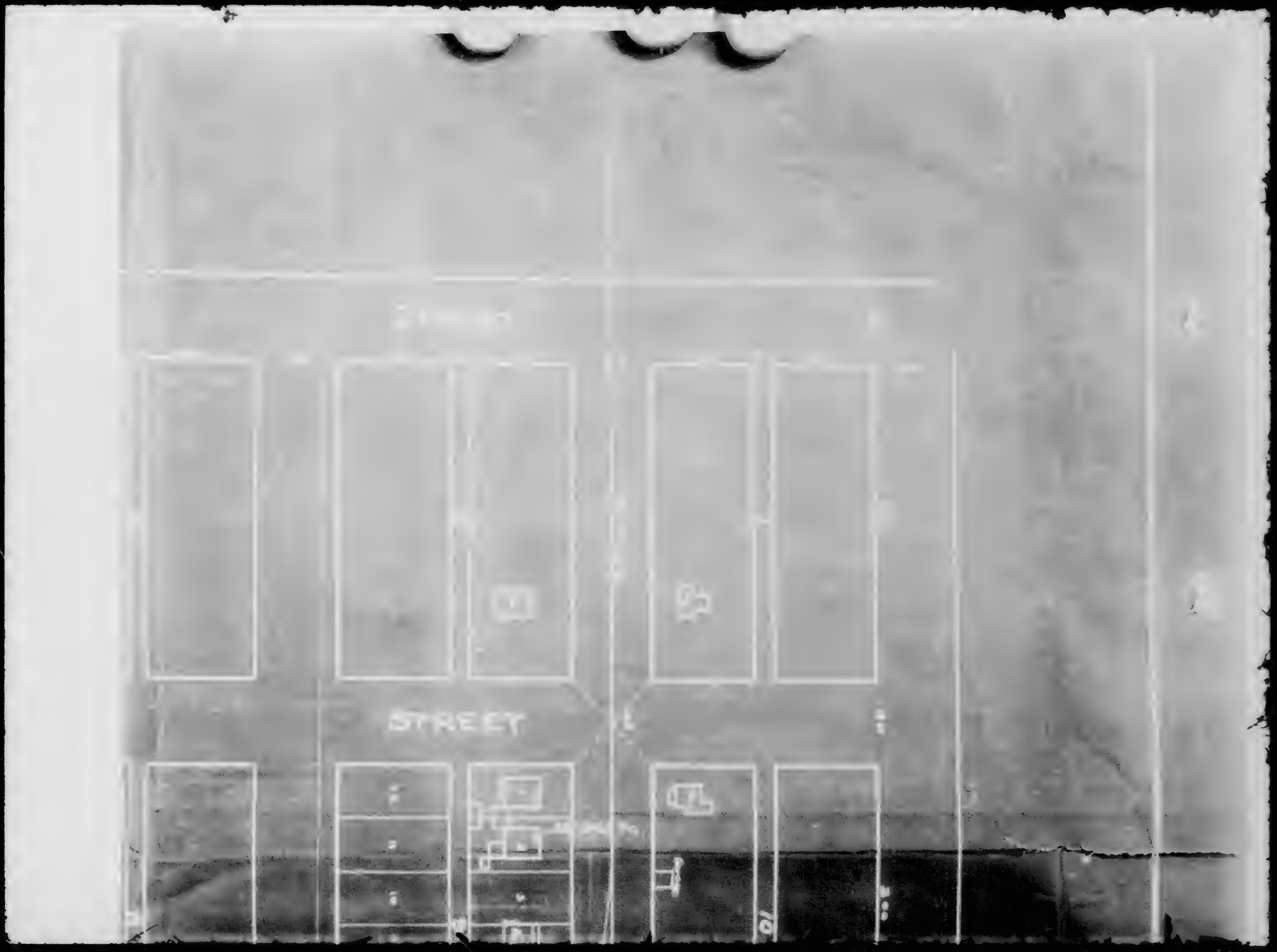
I have your recent letter with a tracing of a sketch map attached showing the proposed line change on the Sherman Highway in the town of Shaniko which would eliminate the right angle turn at the intersection of Fourth and "E" streets. The substitution of an 8° 30' curve at this point for the square right angle turn would be very desirable but I do not think it would be adviable to take the time and trouble to secure the right of way against the certain opposition of the owners of the buildings along the present route. I think this is something that can well be left to another time as there is also, as you know, the possibility of shortening the distance by passing Shaniko to the west which possibly might be considered some time if traffic requirements necessitate. Therefore, I think it would be well to drop this proposed line change for the present, unless there is some local support for the project which would relieve the department of taking the initiative.

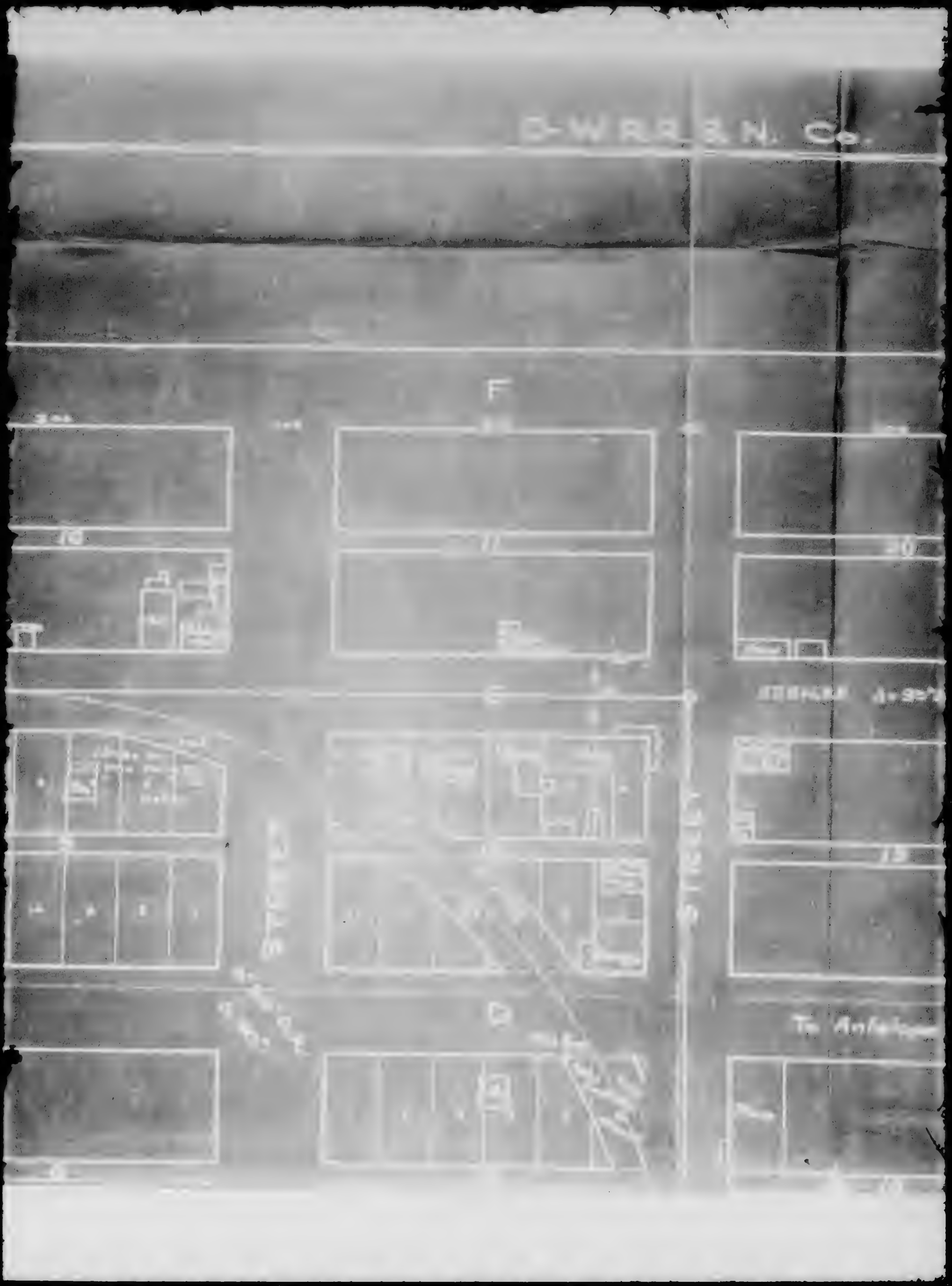
The blue prints from the tracing are attached for your files.

Very truly yours

(Sgd.) ROY A. KLEIN.
State Highway Engineer

RAK:S
Enc.


STREET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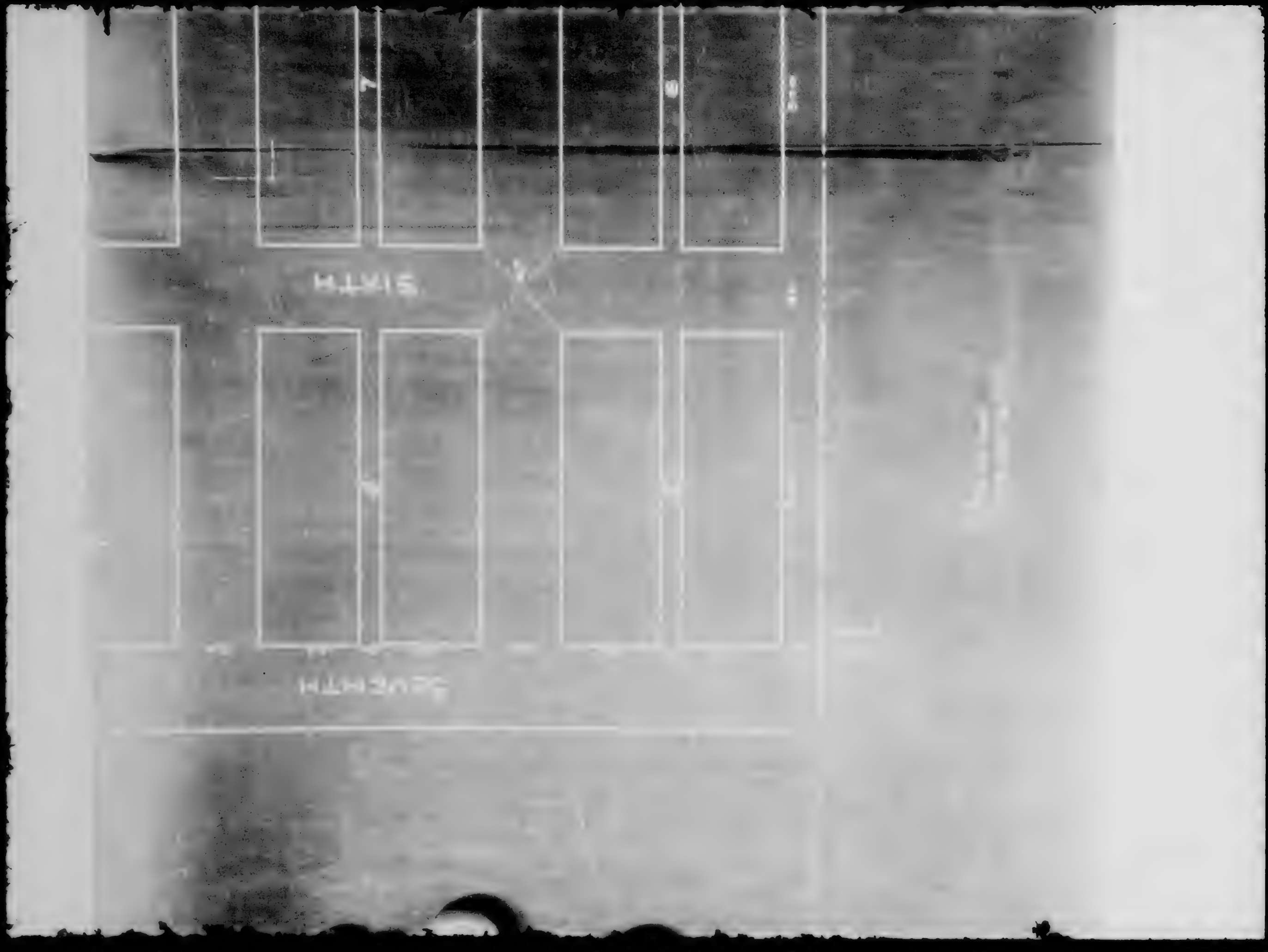
SIXTH

FIFTH
FOURTH

SHANIKO
Town
Department
Highway
Second
Third
First
Street
Block
27
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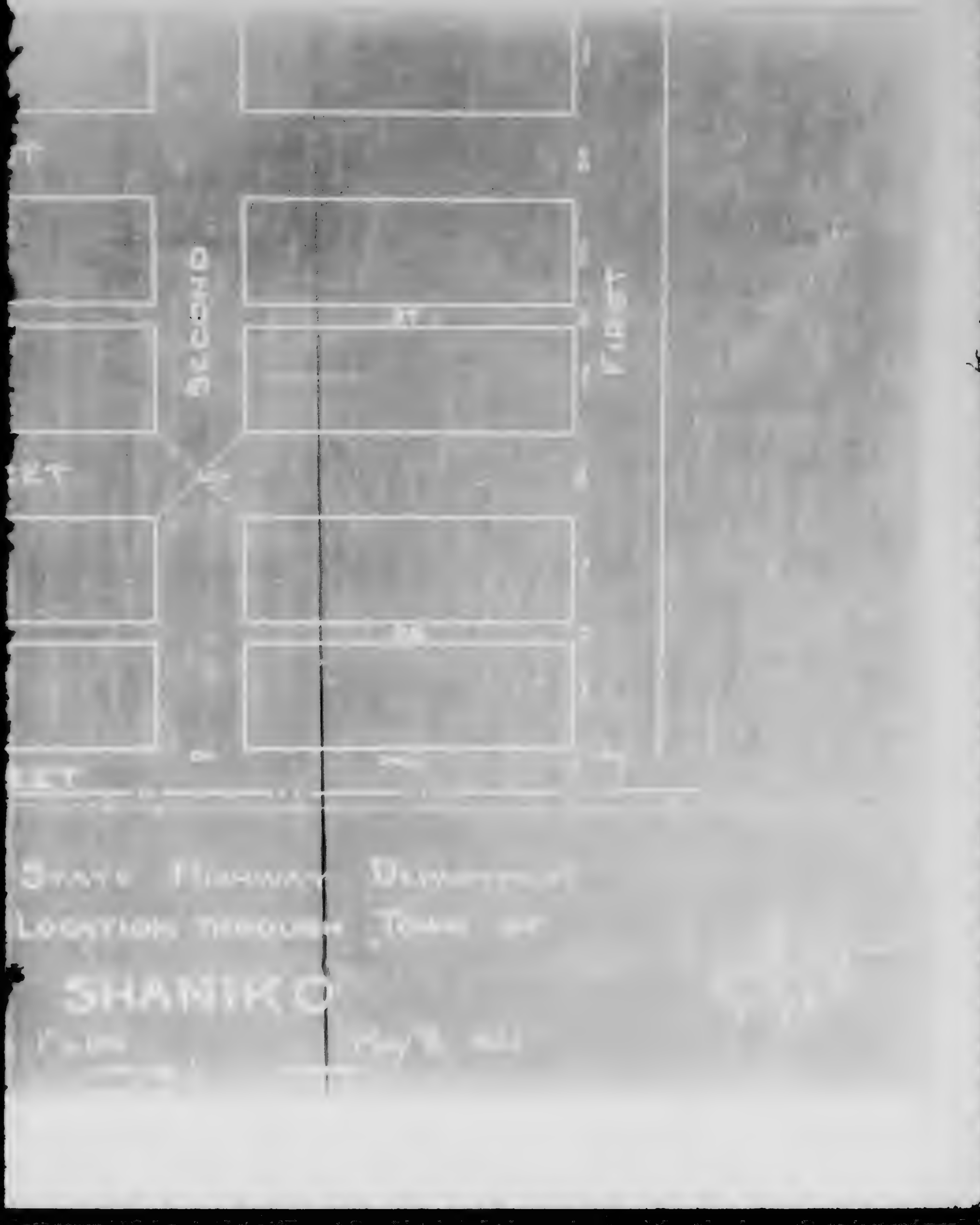

SECOND
FIRST
SHANIKO

COMMISSIONERS
M. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR 91

June 1, 1951.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
JUN 2 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We hand you herewith an Order for Extra Work Work on the Wilcox-Shaniko Section of the Sherman Highway, together with a copy of Mr. Cooper's letter which explains this situation and the reason we ask that this order be approved.

Yours very truly

C. W. Wanzer
Division Engineer

By K D Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
encls.

E-C-1 6-17416 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

~~BEND OREGON~~

Shaniko, Oregon
May 26, 1931.

Mr. C. W. Wanzer
Division Engineer
Oregon State Highway Dept.
Bend, Oregon

COPY

Dear Sir:

Attached find copies of order for extra work covering the removal and installation of a 36 inch culvert on the Wilcox-Shaniko regrading job.

These two lines of 36 inch culvert are in a dry waterway just north of the City Limits of Shaniko and it was originally intended to extend both pipes on both ends which would require 44 feet of new 36 inch culvert. We also need 10 feet of 36 inch culvert at Station 583+80 for an extension making a total of 54 feet of 36 inch culvert that we may save by doing the work as outlined in this order.

The cost of this new culvert at the contract price of $8.00 per foot would be $432.00.

I have studies the drainage area and have made local inquiries as to the amount of run-off reaching this culvert and am convinced that the single line of 36 inch culvert will be ample. The high water mark in the culverts now is about five inches from the bottom.

Very truly yours

(sgd.) Forrest Cooper

Resident Engineer

Agr 9282

Oregon Emergency Federal Aid Project No. 91.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 15, 1923, by the State Highway Commission of Oregon, and on May 29, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 91, now designated as Oregon Emergency Federal Aid Project No. 91; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 7.902 miles of road surfaced with crushed rock, in Sherman County, for which the estimate approved was $85,246.15, and $52,116.70 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $79,706.63, and voucher in the sum of $46,435.61 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimates approved therefor to provide for

widening and reconstructing the roadway on better grades and alignment on the southerly 1.98⅛ miles thereof, at an estimated cost of $11,621.69; thereby reducing the length of said project from 7.902 miles to 7.893 miles; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $79,706.63 to $91,328.32, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $48,435.61 to $54,473.87; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.) be provided to cover the State's share of the cost of construction eligible thereto:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and

the sum of fifty-four thousand, four hundred seventy-three and 57/100 dollars ($54,473.57) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

"(b) By the State, in addition to funds heretofore provided, $5,583.43, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds' shall be provided from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between survey station 0+00 at the south end of Oregon Federal Aid Project No. 90 in the town of Kent, and survey station 417+87.2 at the Sherman-Wasco Counties Line, terminal points, a distance of 7.893 miles, known locally as the Sherman Highway between Biggs and a point southwest of Shaniko on the Federal Aid Highway between Redmond and The Dalles, Sherman County, being Oregon Emergency Federal Aid Project No. 91."

To Article III shall be added paragraphs (d) and (e) to read, respectively:

"(d) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of 'Advance Funds' under the Emergency Act approved December 20, 1930 (Public No 550 - 71st Cong.) shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933.

by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act."

"(e) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in the southerly 1.954 miles of said project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of fifty-four thousand, four hundred seventy-three and 87/100 dollars ($54,473.87), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-one thousand, three hundred twenty-eight and 32/100 dollars ($91,328.32), the approved total estimated cost of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 2nd day of April, 1931, and the Secretary of Agriculture on the 14th day of May, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By U L Hy-nash
Member, State Highway Commission

By C K Spaulding
Member, State Highway Commission

R. R. Aldrich
Acting Secretary of Agriculture

Oregon Emergency Federal Aid Project No. 91.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0+00 at the south end of Oregon Federal Aid Project No. 90 in the town of Kent, and survey station 417+87.2 at the Sherman-Wasco Counties Line,

locally known as the Sherman Highway between Biggs and a point southwest of Shaniko on the Federal Aid Highway between Redmond and The Dalles, Sherman County, and designated in the records of this Department as Project No. 91, State of Oregon

Emergency Federal Aid

SECOND. That in accordance with said provisions I have approved the sum of $ 91,328.32 in lieu of the previous actual payment of $48,435.61 as the total estimated cost of said project, and the sum of $54,473.87/ authorized Federal pro rata share as the share of the United States, payable under said acts on account of such project, which does not exceed the/ [redacted] of said total estimated cost.

Done at the city of Washington, this 14th day of May one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Lemmon

Acting *Secretary of Agriculture.*

AWS

8—4629

FORM 2-C-1 5-17810 2000 7-30

COMMISSIONERS
M. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

PR 91

May 8, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is price agreement to cover the line change from Station 574+00 to 579+50 on the Wilcox-Shaniko Section of the Sherman Highway (job prefix 33 PC).

This revision is to move the center line away from the spring box that feeds the drinking fountain at station 575+18.

Yours very truly

C. W. Wanzer

C. W. Wanzer
Division Engineer

cww:c
encls.

RECEIVED
MAY 11 1931
OREGON
STATE HIGHWAY COMMISSION

FORM 2-C-1 5-17410 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR #2

PR '91

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 8, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
MAY 11 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Attached please find "Order for Extra Work" on the Wilcox-Shaniko Section of the Sherman Highway.

We urge that this be approved as every precaution should be taken to preserve this source of water as it supplies the only fountain we have on this highway. The water has always passed a very high test when samples were submitted to the State Board of Health for analysis.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
encls.

FORM S-A-1 S-17753 7500 6-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

N. S. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

PR 91

IN REPLY PLEASE REFER TO FILE NO.

Shaniko, Oregon
April 24,1931

Roy A. Klein
State Highway Engr.
Salem, Oregon

Attention Mr. E.A.Skelley

Dear Sir:

Due to the fact that there has been considerable trouble in the checking of the right of way descriptions for the additional right of way on the Wilcox-Shaniko section (33P.C.) I am sending to you today by express the 100 foot scale detail map (2 sections) of this job with the right of way descriptions attached.

This map shows our recent section ties and will no doubt facilitate the preperation of the deeds.

Will you kindly return thid map to me as soon as you are through with it.

Very truly yours,

Forrest Cooper

Forrest Cooper
Resident Engineer

cc C.W.Wanzer Bend, Oregon
W.A.Langille The Dalles, Oregon

Ea.s.

FORM 2-C-1 2-17418 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR 91

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 20, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

In the course of the construction of the revised section of the Sherman Highway near Shaniko, it has been necessary to stock pile some of the surfacing materials that are taken off the old road as we wish to pick up these materials again after the revision is completed. We have made up a special agreement with the contractor to cover the work of leading these materials out of the stock pile and hauling them onto the road.

The price agreement covering this work is attached hereto for your consideration.

In most instances we have been able to work it so that it is not necessary to stock pile these materials but in a few instances this cannot be done.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.
cc. Mr. Forrest Cooper.

FORM S-C-1 S-17416 3000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 91

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

March 14, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

The contractor on the Wilcox-Shaniko Section of the Sherman Highway is making excellent progress with his work and has now practically completed the first three miles and will probably have the entire job finished by the middle of July.

If it is your intention to surface the job this year I think we should let the contract at the April meeting.

I have talked this job over with Mr. Baldock and he could give you an outline of the plan of surfacing we thought was best suited for this project.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl:c
cc. Mr. R. H.Baldock
Mr. C. W. Wanzer

PR 91
Reopened

March 4, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Kent-Wasco County Line Section, Project No. 91, reopened.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/er.

encl.

Oregon State Highway Department — Emergency Project No. 91 (Reap).

KENT-WASCO COUNTY LINE SECTION

OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, February 24, 1931.

FINAL QUANTITIES AS SHOWN BY FINAL VOUCHER

Final cost on completed roadway:	$73,287.87
Final estimate	5,084.96
Engineering	1,265.80
Contingencies	
Total actual cost	$79,638.63
Final cost on which Federal Aid was completed	79,825.06
Federal Aid paid on roadway	40,475.81
Length of project	7.322 miles
Cost per mile	$10,886.89
Federal Aid paid per mile	$ 6,129.53

NEW YORK, SOUTH UNIT (Sta. 311+00 to Sta. 417+87.2)

Grading

All Required			
1,800 cu. yds.	Clearing and Grubbing		$ 4.18
2,000 cu. yds.	Common Embankment	$ 0.30	540.00
10,000 cu. yds.	" Excavation	0.37	740.00
7,000 yd. sta.	Solid Rock Excavation	0.82	8,200.00
2,700 yd. sta.	Overhaul	0.02	140.00
100 lin. ft.	Truck Haul	0.13	481.00
	18" Corr. Galv. Iron Culvert Pipe	3.00	300.00
40 " "	24" " " " Culvert Pipe	4.00	160.00
	Sub-total		$10,585.18
	10% Engr. and Cont.		1,056.51
	Total		$11,671.69

Original length of reopened portion (Sta. 311+00 to Sta. 417+87.2) 1.033 miles
Revised " " " " (" " " " " ") 1.984 miles
Cost per mile, new work $5,087.70
Adjusted Federal Aid on reopened portion, $6,129.68 x $\frac{1.995}{1.984}$ = $6,157.55

Deficiency, $\frac{18,341.02 - 6,157.55}{18,341.02}$ = .66428

Federal Aid allowable on new work, .66428 x $18,660 = $12,401.44
Total Federal Aid allowable on reopened portion $24,604.45

Anticipated percentage of new work to be completed Sept. 1, 1951 84%

SUMMARY

Item	Total Cost	Federal Aid	Emergency Advance Funds	State Funds
REOPENED PORTION, New Work				
Advance Fund Portion	$9,762.21	$2,928.66 (30%)	$5,369.21 (55%)	$1,464.34
Post Road portion	1,859.48	1,157.15 (62.22%)	--	702.33
	$11,621.69	$4,085.81	$5,369.21	$2,166.67
REOPENED PORTION, Old Work				
Roadway	$80,103.18	$12,716.17	--	$7,387.01
Sub-total (reop. portion)	$91,724.87	$16,801.98	$5,369.21	$10,053.68
NON-REOPENED PORTION				
	$59,803.45	$36,219.44	--	$23,584.01
	$91,528.32	$52,521.42	$5,369.21	$33,437.69

Original length, reopened portion	1.033 miles
Revised " " "	1.984 "
Original length non-reopened portion of project	5.909 "
Revised " " "	7.902 "
	7.033 "

Form S-C-1 S-17416 5000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

VR 91

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

NOTED
State Highway Engineer

March 3, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I am sending you herewith a copy of my letter to Mr. Lynch regarding the labor situation on the job at Shaniko. Also a copy of Mr. Cooper's report.

I talked personally with Mr. Lynch yesterday and he seemed to be satisfied with the conditions.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.
cc. Mr. C. W. Wanzer

RECEIVED
MAR 4 1931
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 3, 1931.

Mr. M. A. Lynch
Oregon State Highway Commissioner
Redmond, Oregon

Dear Sir:

As per our conversation of yesterday I am sending you a copy of Mr. Cooper's report on the men employed by J. Rebman, who has the contract for the grading of the Wilcox-Shaniko Section of the Sherman Highway. This report contains sufficient detail that I do not feel it requires any further comment on my part. For your information, I am quoting below a paragraph contained in the contract which is relative to the employment of United States citizens:

"Preference to Be Given Soldiers and Sailors:

Contractors will be required to, so far as practicable, give preference to honorable discharged soldiers, sailors and marines, and to citizens of the United States now residing in Oregon, when employing labor for work to be done under this contract; provided, however, that, in case the work to be done is a Federal Aid Project, no preference shall be given to citizens of the United States residing in Oregon over citizens of the United States residing elsewhere."

You will note that most of the labor which would be classed as 'unskilled' has been hired in the vicinity of Shaniko.

As per your request I am enclosing a copy of Mr. Williams' report on the survey of the Burns-Lakeview Highway. It will not be necessary to return this as we have other copies.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.
cc. Mr. Roy A. Klein
Mr. C. W. Wanzer

Report of the status of men employed by J. Rebman on Wilcox-Shaniko Regrading Job (33 PC)

Name	Home Address	Resident of Ore. 6 Mos.	Citizen of U. S.	Capacity
C. DiNucci	Portland	Yes	Yes	Foreman
J. Pasquerele	"	"	1st. Papers	Powderman
Geo. Overstreet	"	"	Yes	Compressor Op.
R. E. Brown *	"	"	"	Gang Boss
M. Miller	"	"	1st. Papers	Truck driver
J. Shubert	"	"	Yes	Blacksmith
R. Smith	"	"	"	Truck driver
J. V. Chapin	"	"	"	Shovel Op.
P. Mihalovitch	"	"	"	Oiler
Geo. Craig	"	"	"	Shovel Op.
J. Ugar	"	"	"	Jackhammer
M. Kapron	"	"	"	"
D. Cailascia	"	"	"	Powderman
W. Richardson	"	"	"	Oiler
F. Pachofsky	"	"	"	Gang Boss
R. Hampton	Shaniko	"	"	Laborer
C. C. Hanson	Portland	"	"	Mechanic
F. Erickson	"	"	"	Truck driver
O. Muller	"	"	1st. Papers	" "
F. Gilliam	"	"	Yes	Culvert boss
M. Smith**	Shaniko	"	"	Laborere
W. M. Nickerson***		"	Yes	"
Prior Smith**	Shaniko	"	"	"
C. W. Carrigan**	"	"	"	"
E. Wise	Portland	"	"	"
C. David	"	"	"	"
G. Johnson#	Shaniko	No	"	"
J. Ruscitti	Portland	Yes	1st. Papers	Jackhammer
F. Dangalo	"	"	"	"
Tom Greer	"	"	Yes	Team Boss
Jack Jones	Shaniko	"	"	Laborer
Chas. Foster	Vancouver, Wash.	No.	"	Jackhammer
J. W. Tompson	Portland	Yes	"	Truck driver
H. R. White	Wasco, Ore.	"	"	Laborer
O. D. Grazier	Shaniko	"	"	Teamster
Geo. Norris	"	"	"	Teamster

* Discharged for Incompetency
** Laid off on account of temporary breakdowns, etc.
*** Had Washington License on car, address not known to Contractor. Discharged for incompetency.
# Quit voluntarily.

COPY

Recapitulation.

Total number of men employed	36	
Men with Oregon residence	33	
Men with foreign residence	3	Including G. Johnson whose home is Shaniko but who was recently discharged from the U. S. Army.
U. S. Citizens (Full)	32	
1st Citizenship Papers	4	
Citizens of other Countries	0	
Men with Portland addresses	25	
Men with local addresses	9	
Date of report February 28, 1931.		
Number of men now working with residence other than Oregon	1	

COPY

PR91

February 25, 1931

Mr. K. D. Lytle
Assistant Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

I have just received the following letter from Mr. Lynch:

"I have had called to my attention the fact that the Redman outfit on the job north of Shaniko is using quite a little foreign labor and turning away white men. I would like to know if the clause regarding labor is included in his contract and if so kindly check up on the situation and let me know your findings."

Will you please check into this matter at once and if you cannot tend to it yourself, have the resident engineer go over the payrolls, checking up on the nationality of each employe, and see if there is any truth in this statement that foreigners are being hired. Tell the contractor that this is contrary to our policy and we must insist that employment be given to American citizens and urge him to hire local labor as far as possible. Of course, we appreciate that any contractor will desire to take his key men on the job with him, such as foremen, shovel runners, etc.

Please report your findings to Mr. Lynch direct, furnishing me the information also.

Very truly yours,

State Highway Engineer

RAK:HI

cc C. W. Wanser

(Note: If Mr. Lytle is not in Bend when this letter is received, please take the matter up with Resident Engineer Cooper at once.)

FORM 2-C-1 5-17416 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR 91

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

February 18, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I am sending herewith, for your consideration, an agreement we have made with J. Rebman. The line changes referred to are of only a minor nature and were made to cut out some rock work and haul, but we thought it best to have the contractor sign an agreement in order that he might not put in a claim after the work is completed.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.

REFERRED TO
Assistant
State Highway Engineer

FEB 19 1931
OREGON
STATE HIGHWAY COMMISSION

Form 39—E-18160—1500—9-30.

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

1191

FIELD ENGINEER'S WEEKLY REPORT

Date Feb. 7, 1931, 193

Job name Wilcox-Shaniko, Regrading — *Week from* Feb. 2 *to* Feb. 7

Mail address Shaniko, Oregon

Highway Sherman — *Telegraph or telephone address* Shaniko, Oregon

County Sherman & Wasco *Job prefix* 33 P C — *Express and freight address* Shaniko, Oregon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor moved on the job with five trucks, two power shovels, and two air compressors. Has about 1000 feet drilled between Station 333+00 and Station 343+00.

No material moved up to date.

(See back of this sheet for instructions and detailed information.)

Signed Forrest Cooper

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 11.8

Miles completed #

Miles completed except finishing #

Total cubic yards in project 74,000

Cubic yards moved to date #

Miles covered by contractor's forces 1

Miles cross-sectioned 2

Miles cross-sections completed and checked #

Miles to be remeasured #

Number men in Engineering Party 4

Contractor's average force for week 10 *men,*

teams, 2 *steam shovels*

Grading work will be completed about #

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 33 P. C. *Percentage* 100
2. *Percentage*
3. *Percentage*
4. *Percentage*

17 17R91

February 5, 1951

J. Bohman
545 Vancouver Avenue
Portland, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the widening and regrading of the Wilcox-Shaniko Section of the Shaniko Highway in Wasco and Sherman Counties.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

Enc.

Form 39—E-18160—1500—9-30.

PR 91

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date January 31, 1931, 193

Job name Wilcox-Shaniko Regrading — *Week from* Jan. 26 *to* Jan31

Mail address Shaniko, Oregon

Highway Sherman — *Telegraph or telephone address* Shaniko, Oregon

County Sherman & Wasco *Job prefix* 33 PC — *Express and freight address* Shaniko, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All week on Cross-Sections in field. Now have Job Cross-Sectioned from Station 311 to Station 405.

Contractor not on Job as yet.

(See back of this sheet for instructions and detailed information.)

Signed Forrest Cooper

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 11.6

Miles completed ..... #

Miles completed except finishing ..... #

Total cubic yards in project 74,000

Cubic yards moved to date ..... #

Miles covered by contractor's forces ..... #

Miles cross-sectioned 1.8

Miles cross-sections completed and checked ..... #

Miles to be remeasured ..... #

Number men in Engineering Party 4

Contractor's average force for week ..... # ..... men,

..... # ..... teams, ... # ..... steam shovels

Grading work will be completed about ..... #

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... 33 PC ..... Percentage 100

2. ..... Percentage .....

3. ..... Percentage .....

4. ..... Percentage .....

PR91

PR*

M. B. VAN DUZER, Chairman, Portland
C. F. GATES, Medford
M. A. LYNCH, Roseburg

OREGON STATE HIGHWAY COMMISSION
Office of C. H. MARKER, Salem, Oregon

January 27, 1921.

Mr. Forrest Cooper,
Resident Highway Engineer,
Shaniko, Oregon.

Dear Sir:

At the request of the division office at Bend, we sent to you yesterday the platted cross-sections for the Wilcox-Shaniko Section of the Sherman Highway, and we sent to you on January 22nd the following records pertaining to the same sections:

100-foot scale detail map, Wilcox to the Wasco County Line
100-foot scale detail map, Wasco County Line to Shaniko
Blueprint copies of regrading profile, Wilcox-Shaniko Section
One set of standard plans for concrete slab span with rubble masonry abutments
Earth work computation sheets

Very truly yours,

NOY A. KLEIN,
State Highway Engineer.

By

E. H. Probert,
Office Engineer.

EHP:EM

cc to C. W. Wanner

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEN

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

January 22, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

I am sending you a copy of a letter we have received from Forrest Cooper regarding certain records he would like to have.

Will you kindly send them to him ?

Sent Jan. 23

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
Div. Office Engineer

RECEIVED
JAN 23 1931
OREGON STATE HIGHWAY COMMISSION

kdl/c
encls.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Shaniko, Oregon
January 19, 1931

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

Dear Sir:

COPY

I would like to have, if possible, the following records:-

100' scale detail map of Wilcox-Wasco Co. Line Sec. (New)
100' " " " " Wasco Co. Line-Shaniko " (New)
The original plotted X-sections for the same Sections.
" " Earthwork Computation Sheets " "
1 copy (2 parts) of the Wilcox-Shaniko Regrading profile (Blue Print)
1 copy (blue print) of the plans and specifications for the lengthening of the cattle pass at Sta. 554+02, Shaniko-Wilcox Section.

I would also like to have a copy of the Standard superelevation and extra widening chart.

Very truly yours

(Sgd.) Forrest Cooper
Resident Engineer

RECEIVED
JAN 23 193
OREGON
STATE HIGHWAY

PR91

PR

January 21, 1931.

Mr. C. H. Hauser,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

The Bureau of Public Roads is now requiring that whenever a federal aid project extends within the limits of an incorporated city or town, the town council pass an ordinance or a resolution relative to encroachments, speed limits, parking limits, etc., along the route of the project within the corporate limits. We are enclosing herewith a form of resolution which we have worked up and which we believe will be satisfactory to the Bureau.

The Wilcox-Shanike Regrading Project runs through the town of Shanike, and it will, therefore, be necessary to secure the passage of a resolution for that project. Please attend to the obtaining of this resolution, forwarding two executed copies to this office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:EH

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 91

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 19, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending for approval the plans, specifications and estimate for Oregon Emergency Federal Aid Project No. 91 Reopened, the bids for which were opened January 15, 1931.

This is also to advise you of our concurrence, today, in the award of the contract to J. Rebman, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

BY J. A. Elliott
J. A. Elliott
Senior Highway Engineer

91

Jan. 12, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sirs

Herewith are enclosed six copies of estimate and five bid proposals to accompany the revised plans for regrading the South Unit of the Kent-Wasco County Line Section, Project No. 91. Under Separate cover, are likewise being sent five sets of blueprint plans and one set of original cross-sections for this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HH.

encl.

Oregon State Highway Department. Project No. 91.

[redacted]

[redacted]

(Estimate with revised plans for regrading the South Unit. Used as basis for revised agreement.)

Salem, Oregon, January 12, 1951.

FINAL QUANTITIES AS SHOWN BY FINAL VOUCHER

Final cost on completed roadway:	
Final estimate	$73,387.67
Engineering	3,084.06
Contingencies	1,233.89
Total actual cost	$ 79,708.63
Final cost on which Federal Aid was completed	$ 79,225.08
Federal Aid Paid on Roadway	$ 40,455.61
Length of Project	7.902 miles
Cost per mile	$10,086.89
Federal Aid paid per mile	$ 5,120.53

NEW WORK, SOUTH UNIT (Sta. 311/00 to Sta. 417/87.2)

Grading

All Required	Clearing and Grubbing			$50.00
1,800 cu. yds.	Common Embankment	.30	$0.35	630.00
2,000 cu. yds.	Common Excavation	.37	0.30	600.00
10,000 cu. yds.	Solid Rock Excavation	.92	1.25	12,500.00
7,000 yd. stas.	Overhaul	.07	0.03	210.00
3,700 yd. mi.	Truck Haul	.13	0.25	925.00
100 lin. ft.	18" Corr. Galv. Iron Culvert Pipe	1.00	5.00	500.00
40 lin. ft.	24" Corr. Galv. Iron Culvert Pipe	.40	4.80	192.00
	Sub-total			$ 15,395.00
	10% Engr. & Cont.			1,539.50
	Total			$16,934.50

Orig. length of reopened portion (Sta. 311/00 to Sta. 417/87.2) 1.993 miles
Revised length of " " (" " " " " 1.984 "
Cost per mile new work, $8,535.53

Adjusted Federal Aid on reopened portion $8,129.53 x $\frac{1.993}{1.984}$ = $8,157.33

Deficiency, $\frac{\$18,341.02 - 8,157.33}{18341.02}$ = .55529

Federal Aid allowable per mile on emg work, - .00428 x $18,985 = $18,451.46

Total F. A. allowable on reopened portion - $24,604.46

Amount requested from Federal Aid funds, - $18,530.35 (80.33%)
Amount requested from Govt. Emergency Advance funds - 5,000.00
State funds available 1,396.17

$18,974.52

CONTRACT #1257

SEE:

CONTRACT #1245

1257 SIF: Contract 1245

CONTRACT #1258,

SEE:

CONTRACT #1252,

2

1258 SEE: Contract 1252

CONTRACT #1259,

SEE:

CONTRACT # 1233,

1

125/ Fin: Contract No.

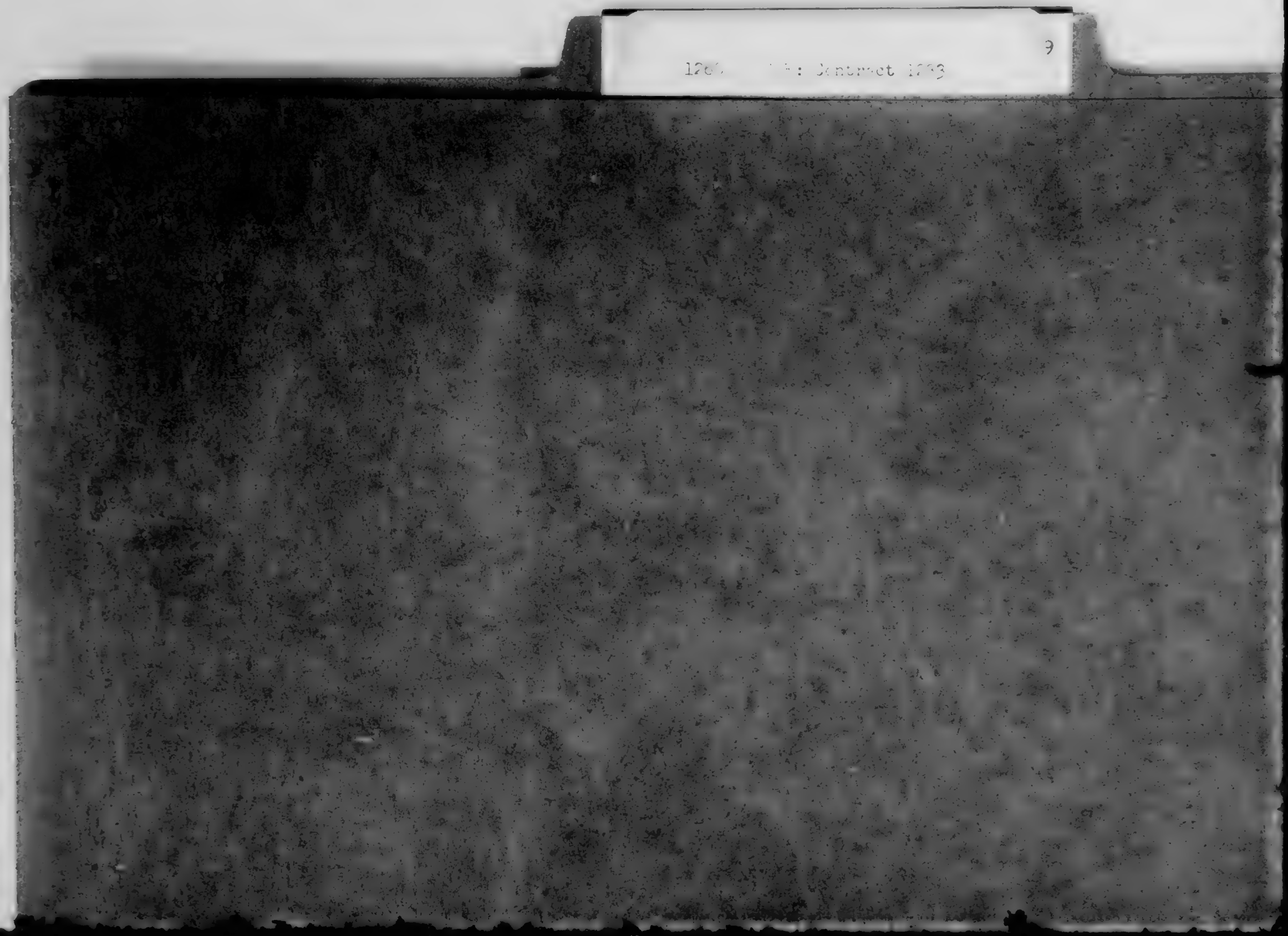
CONTRACT #1260,

SEE:

CONTRACT #1233,

9

1261 [illegible]: Jenuvet 1763



CONTRACT#1261,

SEE:

CONTRACT#1140,

20

1261 Sub: Contract 1140

CONTRACT#1262,

SEE:

CONTRACT#1213,

1262 CH : Contract 1213

CONTRACT #1264,
1272, 1273, 1412,

PR 142-D Elk Cr. Tunnel Sec. 1931-1932

[redacted]

1264, 1272, 1273, 1412

142-D

NOTED

State Highway Engineer

CONSTRUCTION OF THE ELK CREEK TUNNEL

Contract No. 1264, for the construction of the Elk Creek Tunnel Grading Section of the Umpqua Highway, was let to Wren and Greenough, of Portland, by the Oregon State Highway Commission on Feb. 19, 1931. This included construction of the Elk Creek Tunnel, 1085 feet in length.

This tunnel, located approximately 10½ miles west of Drain, is thru a narrow ridge around which Elk Creek flows. The highway crosses Elk creek over a new concrete bridge a short distance from either portal. These bridges were built under separate contract. The creek flows approximately 5½ miles around, while the distance from center to center of creek channel along center line of the new highway is approximately 1700 feet. The old county road over the mountain was 3 miles as against 1.6 miles for the tunnel section. It rose to an elevation of 560 feet or 377 feet above maximum elevation on the tunnel section. Maximum cover over the tunnel is 320 feet.

Alignment of the tunnel is along a 2° - 30' curve with a grade of 1.00%, the summit being at the east end. Roadway between curbs in the timbered sections is 24 feet with a superelevation of 1.00 ft.

Unlined sections of the tunnel are 26 ft. wide with a center height of 21 ft. 4 in., the roof being a three centered arch with 15.00 ft. center radius, flanked by ares of 6.00 ft. radius on either side. Springing line is 12 ft. above profile grade.

Timber lined sections were made large enough for the timber lining to set back of the unlined clearance lines on the side, arch segments being tangent to the clearande lines at the joints. In final design, the three top joints were dropped 1½ in. inside the clearance lines to better fit the excavation section specified in the contract. Timber lining, as constructed, is 26 ft. wide in the clear and 20 ft. 10 in. from profile grade to bottom of cap. Excavation is 29 ft. wide and 22 ft. 4 in. above profile grade at the center. The lining itself consisted of 10 in. by 14 in. plumb posts and a five segment arch ring also made up of 10 in. by 14 in. timbers. 4 in. lagging was provided over the arch only. The sets were designed as independent sets without wall plates. 4 in. by 14 in. headers were provided for at each of the six joints. Port Orford cedar timber was used thruout. Voids over the timber lining were packed with Port Orford cedar cordwood. Plumb posts were secured to the combination concrete sill and curb by 1 in. by 12 in. dowel pins set half in the concrete. These sills were made 1 ft. 6 in. above subgrade at the back of the plumb post with a 1 in 12 slope to the center, which left them 1 ft. 3 7/8 in. at curbline. Posts on the outside of the curve were cut 1.00 ft. shorter than those on the inside to take care of the superelevation. Between station 1249 + 67 and station 1250 + 84, it was decided to add side lagging so steel plates were used under the plumb posts th take care of the side thrust. These were bored for the pins and had the front edge turned up to bear against the front of the post. They were slipped on over the dowel pins to keep the bottoms of the posts from kicking in.

During the years 1906-07, the Southern Pacific railroad was constructing a line to the coast along the present route of the Umpqua Highway. They had started to drive several tunnels, and at the site of the Elk Creek tunnel had a heading in 169 feet at the east end, with the bench some 50 ft. behind. At this point, they abandoned the entire line. At the west end they had cleaned off the hillside and had a small top drift in about 24 ft. but this was too high to use in the present tunnel.

Wren and Greenough elected to drive the tunnel by means of an 8 ft. by 9ft. center heading or pilot bore, later enlarging it to size by the method of ring drilling from the center heading. Floor grade for the center heading was taken seven feet above tunnel profile grade, the centerlines being co-incidental.

The contractors moved in and started erecting camp on March fifth. Considerable time was spent in clearing and installing machinery. A 580 cu. ft. compressor was mounted on the ridge above the tunnel and belt driven by a 125 H.P. diesel engine which also drove a 4 K.W. lighting plant. Air was piped to both ends of the tunnel and electric wires paralled the pipe lines. During the progress of the center heading, the blacksmith shop, with pneumatic steel sharpener and oil furnace, was located at the diesel plant. For the ring drilling, it was moved down to a point near the west portal.

Work began on the center heading on March 30th, two shifts going to work at each end. At the east end, the efforts of the crews for the first few days were confined to benching off loose material shot down by the railroad company years before and cutting thru the old bench so get at the face at the right elevation for the center heading.

The equipment at first consisted of eight jackhammers mounted on screw feed frames and clamped to bars, the bars being wedged in place, either vertically of horizontally. After operating for some time dry, water heads were put on the drills and a supply of water forced from the creek by compressed air.

In the center heading, rounds usually consisted of 18 or 20 holes. Four holes in the center were drilled for cut holes. One or two reliever holes were put in on each side of these. Two side or breast holes were put in on each side at the wall lines, four top holes along the roof and four lifters on the bottom. These were timed as follows: first, cut holes; second, relievers; third side holes; fourth top holes and last, lifters. Holes were fired by powder fuse in the center heading. Lifters were loaded to throw most of the muck back away from the face so drilling could start as soon as the smoke had cleared out and not be hampered by the muckers. No artificial ventilation was used in the center heading but rounds were fired at the end of the shift and the hole left to air out until the next shift came on. No trouble was experienced with ventilation during this phase of the work, after the water heads had been put on the drills. Holes were drilled and loaded for a six foot round each shift but often failed to pull anywhere near that amount. These failures were especially noticeable on the east end.

At each face, the muck was hand shoveled into a "swede" car. On the west end, the car was pushed downgrade to the dump by hand

but at the east end, a horse was used to pull the loaded car upgrade. At the east end the muck was dumped in the old tunnel until it had been filled to center heading grade as far as the portal, where a trap was built and the cars dumped into a small motor truck which hauled the muck across a temporary bridge, placing it in embankment on the east side of the creek. At the west end, the muck was dumped over the end of the old railroad fill at station 1245 approximately. This dump was kept at center heading grade until completion of the ring enlargement.

On May first, the headings had progressed 150 ft. at the west end and 89 ft. at the east end or a total of 239 ft. out of 918. Progress was speeded up during May by a reorganization of crews and the purchase of additional equipment. Four light-weight drifters replaced four of the jackhammers leaving four in service.

On June 18th, the headings met at station 1252 + 21. Average weekly progress for each crew since May first was 57 ft. on the west end and 42 ft. on the east end.

In checking line and distance over the ridge at the beginning of the work, it was discovered that an error in the location work would have the effect of throwing one or the other of the tangents outside of, but parallel to, its intended location. To make the shift at the east end would have involved greatly increased earthwork in the outside grading while on the west end, bridge construction had already begun and it was also desirable to retain the line in approximately the same location thru the old railroad tunnel. Consequently, the curve was compounded, a 8°- 31' curve on the east end best fulfilling requirements. As originally computed, this put the P.C.C. at station 1249 + 77.7 and introduced a 3.8 ft. equation at the P.T. On completion of the center heading, the line failed to close by 0.03 ft. and chainage by 0.3 ft. After checking thru carefully, the P.C.C. was moved back to 1249 + 65.7 and the equation on the P.T. changed to 4.0 ft. This made the line close and adjusted the chainage. Levels were off 0.06 ft.

During progress of the center heading, the crew driving in from the east was going downgrade. There was some drip in their end of the tunnel. This, combined with water lost at the drills, made up sufficient water to need occasional pumping. This crew never succeeded in keeping their heading down to grade and finished 2.5 ft. high. After the Headings met, the crew from the west continued on thru the tunnel taking this bottom down to grade and doing some straightening and widening. The center heading from the west portal to the meeting point was very smooth and uniform in dimension but the east end was crooked and had many tight places.

As soon as straightening and truing up the grade had been completed, the crew began drilling to widen the old railroad tunnel. The old railroad tunnel was a great deal higher than necessary for the highway tunnel but not wide enough. Widening was approximately equal on both sides and the bottom full of loose material to 7 ft. above profile grade. The engineering party staked centerline at 25 ft. intervals using hubs with projecting nails so a string could be stretched from hub to hub. A reference grade was painted on each wall and the point of intersection of the tunnel wall and the arch of the desired section marked with paint lines. Some holes were drilled downward at the clearance

lines after the material above the 7 ft. of loose muck had been shot off, but the major portion of this part of the widening was drilled and shot as the shovel came to it

Ring drilling was started on July 14th with part crew, part of the crew doing the drilling at the shovel. Line and grade for the ring drillers was given by means of paint marks. A continuous paint stripe was painted along the roof of the center heading on centerline. Along each wall, a reference grade was marked with another continuous paint stripe. The reference grade used here was 10 ft. above profile grade. This came three feet above floor of the center heading and was low enough to spot and use conveniently, yet high enough to be out of the mud and slop. Centerline was spotted with a transit every 4 ft. and marked with a little daub of paint on the roof. These were then connected up by eye. Grade on the walls was spotted with a level and rod every 25 ft., then a light set to grade on one side of the heading while a string was stretched from mark to mark on the opposite side. The line was then painted along the shadow of the string. This gave a true grade line regardless of the irregularities of the rock. For the spotting referred to above, an ordinary small brush was used, the handle being lengthened with a short pole for overhead. For filling in between marks, we used a compressed air sprayer of the type that is pumped up by hand, then slung over the shoulder, commonly known as a potato sprayer. The regular nozzle was used, employing the smallest jet but with the atomizer disc removed so the apparatus would throw a fine solid stream of paint. On grade marks, the top of the paint stripe was kept at the desired grade so any variations in the width of the running of the paint made no difference. The most visible paint was a good red lead and boiled linseed oil, thinned with turpentine or gasoline. Turpentine showed less tendency to separate than gasoline.

Drilled rings consisted of a radial rows of from 30 to 33 holes spaced every four feet. These were drilled from a center arm on the bar approximately as shown on the accompanying diagram. These rings were loaded and fired two at a time, electric delay exploders being used. Three rings were tried a few times but there was not sufficient electrical energy available to assure all holes going The contractor also found that the muck piled up in front of the center heading interfered with ventilation. In firing these rings, the two sides were fired first, a group in the ditch lines on each side were fired next followed by the bottom holes, the top holes going last. Delays were arranged to complete the firing of one ring, then begin the next and complete it in the same order.

Ring drilling started at station 1256 in a section where timber lining was to be required. It was soon discovered that the center heading was too small to handle steel for some of the deeper holes so, for the time being, these were bottomed as best they could be with a hand held jackhammer. For the next timber lined section however, the center heading was widened to approximately12 ft. Bending of steel for a few holes in each ring is common practice and is quite satisfactory within reasonable limits but here the bending was carried to extremes, even in the sections where the centerheading had been widened. The longest holes are the ditch holes and these go down at such an angle that the center heading should have been higher as well as wider. The 8 ft.

by 9 ft. center heading was not large enough even in the sections where no lining was contemplated. In this sandstone formation it was found necessary to go at least six inches beyond the clearance lines with the ring holes in order to get a good break.

Wren and Greenough brought in a one cu. yd. Bucyrus - Erie gas / air shovel and put on a short boom and short dipper sticks to handle the tunnel excavation. This shovel went to work July 14th, but was taken out two days later, part of the counter-weight cut off the back end and the air and fuel tanks moved to the top of the cab.This was to gain more clearance for the swing.

Exhaust from the shovel gave a great deal of trouble from the start. This was partly remedied by running the exhaust thru water. This type of shovel proved very unsatisfactory for this particular class of work. Considerable time was lost by the entire crew coming out for fresh air. The shovel itself lost too much time edging its way around with each dipperful of rock. The shovel was full revolving and in order to get around at all, the boom and dipper sticks were made so short that they did not dig well on the bottom in front of the shovel and could not reach over into the ditches.

Grades were carried up behind the shovel and a reference grade marked on each wall with paint every 25 feet. The reference grade used was three feet above subgrade, allowing for the super. This made the reference grade 3 ft. above profile grade of the south side and four feet above profile grade on the north side.

Ring drilling was completed on Oct. 3, 1931 and the ring enlargement on Oct. 28, 1931. Average progress for the ring drilling operations was 80 ft. per week for two shifts though many times each shift would make 16 ft. per day. The ring drillers were often driven out of the tunnel by exhaust gasses from the shovel. Average progress for the shovel amounted to about 40 ft. per shift per week. of actual working time. Loss of time of a few hours to a part of a day was not considered in this average but loss of full days was counted out. The shovel worked from one to three shifts. The best time per shift was made with a single shift but was not made in eight hours. Single shifts were required to clean up all the material from a round of two rings before their day's work was considered done. In cases of excessive gas in the tunnel or other conditions retarding progress, the men sometimes stayed 12 hours before their alloted days work was completed.

The center heading exposed a stratified sandstone formation interlaid with shale strata of various thicknesses, thewhole inclined at an angle of about nine degrees with the horizontal. There are three distinct faults cutting these strata vertically, one at station 1249 / 70, one at 1254 / 60 and one at 1256 / 80. At the first two of these, the heading passes from sandstone west of the fault to a shale strata of unknown depth east of it. It so happened that the tunnel penetrated each of these shale strata near the bottom so that, after a short distance, the sandstone strata would show at the bottom of the drift and run up the sides until the shale disappeared overhead. By plotting up the location of the sandstone- shale seam along the walls of the center heading and projecting it to an intersection with the limits of the enlarged tunnel, an estimate was made

of the timber lining which would be required. The contractor was instructed to guage his ring holes accordingly. The lengths of timber lining sections so determined proved too short however, due to a flattening out of the seam, overbreak in the back of the enlarged section and a decomposed condition of the sandstone in proximity to the shale at certain points. The contract provided that the contractor should be paid double the unit price bid for tunnel excavation, for the quantities contained between the neat lines of the two excavation sections where it was necessary, after excavating to the smaller section, to enlarge to the larger section. There were 51 lin. ft. of such double pay section.

No timbering was required thru these shale strata in the center heading but in the enlaggement it was necessary to erect temporary timbering between stations 1249 + 70 and 1251 + 50, also between stations 1255 + 50 and 1256 + 30.

Between Sept. 19, and 24, 1931, the contractors erected 12 sets of permanent timbers on concrete sills previously poured, station 1255 + 90 to 1256 + 34, the object being to release temporary timbering for re-use ahead.

Timbering started in earnest on Nov. 27, 1931 and continued practically uninterrupted until Feb. 18, 1932. A total of 134 sets were placed in four sections of blocks.

At the west portal, 13 sets were placed, the first one being a square portal set with braces designed to give the same inside appearance as the standard tunnel timber. The next three were combination sets necessitated by the fact that one side of the tunnel enlargement broke thru into the bottom of the old railroad drift above, while the opposite side had been shot out to standard dimensions. The remaining 9 sets were of standard design. The station of the west portal of excavation is 1246 + 83 but the timber here extends from 1246 + 75 to 1247 + 23, center to center of end posts. This is section "A".

Section "B" consists of 63 standard sets from station 1249 + 52.5 to station 1251 + 91.5, center to center of end sets. In the neighborhood of the fault at station 1249 + 70, it was thought advisable to shorten the standard four foot spacing of sets to three feet. Sets were so placed from station 1249 + 64 to station 1249 + 92. Between stations 1249 + 67 and 1250 + 84, side lagging was added as previously mentioned.

Section "C" consists of 49 standard sets from station 1254 + 50 to 1256 + 42, center to center of end sets.

Section "D" consists of 8 standard and one combination set between stations 1257 + 36 and 1257 + 68, center to center of end sets. The combination set at the east portal was necessitated by overhanging rock on the south side, necessity of support at the center and lack of bearing on the north. The set, when completed, gave the portal an unbalanced appearance. Timbering here should probably have been continued out to where both corners of the end set could have been run up square as was done at the west portal.

Inasmuch as no provision was made in the tunnel plans or in the contract for portals of any description, or for any deviation from the standard timber plan, this work was handled as extra work and the cost was considerably higher than it would probably have been, had it been covered by contract.

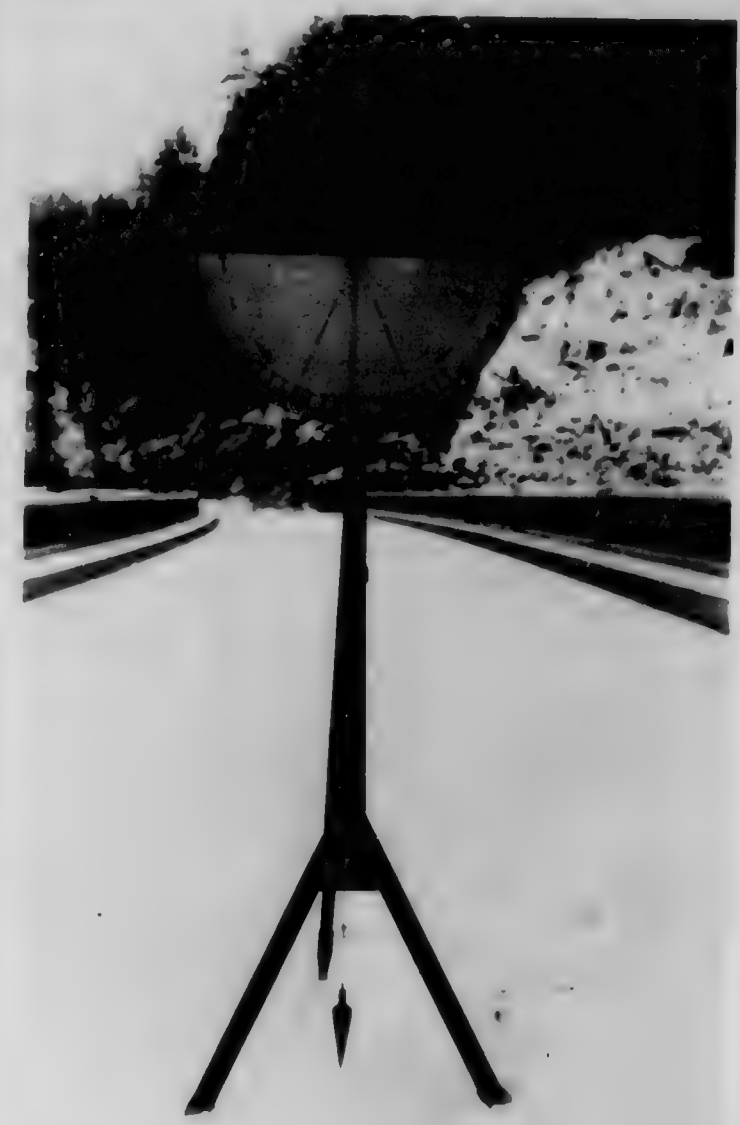
Stationing of the various excavation sections in the tunnel are as follows:

	West Portal		
from	1246 + 83	to 1247 + 25	Section for lining
"	1247 + 25	to 1249 + 51.5	Unlined section
"	1249 + 51.5	to 1251 + 92.5	Section for lining
"	1251 + 92.5	to 1254 + 49	Unlined section
"	1254 + 49	to 1256 + 43	Section for lining
"	1256 + 43	to 1257 + 34	Unlined section
"	1257 + 34	to 1257 + 68	Section for lining
	East Portal		

204,151 FBM of Port Orford cedar timber was used as tunnel lining, packed with 186.2 cords of Port Orford cedar wood. 198.7 cu. yds. of class "C" concrete went into the combination sills and curbs thru the lined sections.

At the termination of the timber work, the engineering party checked the unlined portions of the tunnel through for tight places and marked these so the contractor could trim them off.

For this purpose, an adaptation of a protractor was built and mounted, as shown in the accompanying photograph. The plumb bob was used in plumbing the center of the board over a string stretched along tunnel centerline and the bob string was used as an index in reading the board. After being placed on centerline, the center of the board was set to the elevation of the radial center of the main arch of the roof by means of a hand level shot on one of the wall grades. When the top edge of the board was sighted at any point, the figure under the string gave the correct distance. This is 15 ft. from centerline overhead, to the point in the arch where the radius changes, being 14.2 ft. at springline and 13.0 ft. horizontally to the wall. Enough intermediate distances were shown, that the distance to any point might be readily interpolated. Measurement was with a metallic tape, attached to the end of a light pole of sufficient length to reach all points overhead. One man wielded the pole with its attached tape, one swung the dial and compared measurements while the third applied paint, where necessary, with a brush fastened to another long pole.



The only part of the tunnel which was actually cross sectioned was the old railroad tunnel at the east end as the contract was

based on neat line quantities. This cross sectioning was done with a hand level in the ordinary manner, taking all overhead shots with an inverted rod. Two rods were used. A ten foot "boot" was rigged on one rod with a bamboo pole,for all high shots overhead, a separate rod being used for those lower down.

The protractor or slope board arrangement just described makes an ideal cross section outfit for tunnel work when graduated in degrees. If the H.I. is recorded for each section, it is not necessary to set it to any particular grade. This method involves a great deal of office work but is more accurate and far faster in the field than the long rod and hand level method.

After completing the trimming, the contractor spent some time baring down loose rocks through the unlined sections, truing up the grade etc.,then, on March 2, 1932, turned the tunnel over to the state.

No provision was made in this contract for surfacing of any kind. As soon as the tunnel contractor was thru, the maintainence crew put on a temporary surfacing from stockpiled gravel which had been provided under separate contract. At the east end of the tunnel, water running off the face of the hillside and off the bridge has a tendency to work down grade into the tunnel in spite of drain tile placed to carry it away. This, together with drip in the tunnel itself, keeps the roadbed quite soft in places. Under heavy loads it has shown a tendency to be quite springy. This, together with the fact that no sun can get in to heal cracks that might develop in oil, would seem to indicate that an oil surface would not prove satisfactory. Since plans are now under way for surfacing the tunnel, it is probable that a concrete pavement will be laid thru the tunnel during the coming summer.

Ventilation appears to be very good in the tunnel, no trouble having been experienced from this source since the enlargement was completed.

During the winter months, while the tunnel was under construction, the prevailing direction of air currents seemed to be from east to west. These were affected by weather conditions on the outside, particularly wind, often changing several times each day. Since milder weather has come, the prevailing direction seems to be from west to east.

No plans have been made for lighting but, when electrical energy becomes available, it is quite probable that lights will be installed as the length and curvature of the tunnel prevent much illumination from outside.

On an attached sheet are shown a summary of costs on this tunnel under the contract with Wren and Greenough. Contract bid items and unit prices are also shown.

Cost of the center heading to Wren and Greenough is not available at present. This did not enter into the contract with the state and no attempt was made by the state to keep the costs of this part of the work during construction. After final settlement under the contract, however, it is expected that Wren and Greenough will be willing to show their figures on this item.

Attached are a few pictures taken during construction of the tunnel and after completion. Sketches are also attached showing

details of various phases of the tunnel construction.

The tunnel was planned and built under the direction of Mr. Roy A. Klein, state highway engineer with Mr. H.A.Collier as division engineer. Mr. G.E.Roberts was resident engineer on the Umpqua Highway with A.V.Benedict, transitman, in charge of tunnel construction.

Respectfully submitted,

G. E. Roberts.
Resident engineer.

A. V. Benedict.
Transitman.

CONTRACT BID ITEMS AND UNIT PRICES

CONTRACT NO 1264

Oregon State Highway Commission to Wren and Greenough

ITEM	UNIT	PRICE	TOTAL
Tunnel excavation	cu. yd.	$3.10	$58,548.77
Tunnel excavation (double pay)	cu. yd.	6.20	830.80
Overhaul	Yd. sta.	0.03	1,053.27
Truck haul	yd. mi.	0.25	704.65
Timber tunnel lining	M.F.M.	60.00	12,249.06
Cord wood packing	cord	17.00	3,165.40
Class "G" concrete	cu. yd.	8.00	1,589.92
Force account work			400.00
Materials furnished by the state			210.08
TOTAL			$78,813.95

There were 574 feet of unlined section in the tunnel. The cost per foot was $50.74 made up of $49.18 for excavation and $1.56 for haul.

There were 511 feet of the tunnel excavated to the section for timber lining. Cost per foot on this was $97.23, made up as follows:

Tunnel excavation, regular	$69.14
Tunnel excavation, double pay	0.81
Haul	1.81
Concrete	3.11
Timber	23.97
Cordwood packing	6.20
Extras	1.19

The item of extras was the extra cost of erecting portals and cost of materials furnished by the state ie. rods, bolts, plates etc.,

#1412

1422

OFFICE PHONE WALNUT 8338

F. J. KERNAN
GENERAL CONTRACTOR
ROAD BUILDING—DREDGING—BARGING
FALOMA, OREGON

July 25, 1934

Oregon State Highway Commission
Secretary
Salem, Oregon

Gentlemen:

In re: July 16, 1934

The claim of Smith Freight Line of $33.36 on our Elkton job was paid October 6, 1933, U. S National Bank, #5660. This leaves all claims on the job settled but one, Philip Montague, which we will not pay because it is not a just claim.

Yours very truly

F. J. Kernan

F. J. Kernan
AL.

FJK:AL

142 d

July 5, 1934

Mr. G. B. Eckles, Manager
United States Fidelity & Guaranty Co.
1208 Porter Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of July 2 withholding your consent to the payment of the final estimate to P. J. Kerman on contract No. 1412 for the construction of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County, until you have been advised as to whether or not he has paid the outstanding claims against this job.

On May 29 we wrote you to the effect that unless we heard from you to the contrary final payment would be mailed to Mr. Kerman on, or after, June 8, 1934. This was allowing the customary 10 days notice given to the surety before making final payment to contractors on our work. Inasmuch as we did not receive any notification whatsoever from you on or before June 8, we released the warrant on that date because we took it for granted that you would have no objections.

Our records indicate that the following claims are still outstanding against this contract:

Ted McKy - 105 cu. yds. gravel	$26.25
H. L. Bossen - tire repairs	2.50
Smith Freight Line - services rendered	33.36
Cook Service Station - labor and materials	25.35
Philip Montague - labor	10.00

We have received no information to the effect that any of these claims have been settled.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBW:MC

Secretary

July 3, 1934

H, B. G.

Reference is made to the attached letter from the U. S. F. & G. Co. advising that they do not consent to final payment to F. J. Kernan on Cont. #1412 - Paradise Creek-Red Bridge Section.

On May 29th we wrote the surety Co. the usual letter regarding making final payment, advised them to the claims and that final payment would be made on or after June 8, 1934. The warrant in amount $4,356.39 was mailed to Kernan on June 8th. If they wanted to hold it up they should not have waited until July 2nd to answer our letter.

Claims on file against this contract are as follows:

9 - 6-33 Ted McKy claim for 105 cu. yds. gravel at 0.25 cents per yard.

9- 25-33 H. L. Bossen for tire repairs - $2.50

10- 2- 33 Smith Freight Line - for services against H. G. Johnson - $33.36

10 5- 33 Cook Service Station - for labor and materials - $23.33

11-13-33 Philip Montague - for labor - against H. G. Johnson- $10.00

We have never been advised that any of the above claims had been settled.

J. McFarland.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
GAYLORD B. ECKLES, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

July 2nd, 1934.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: #39-12-1028-32 - F. J. Kernan

Before giving our consent to final settlement with F. J. Kernan on Contract No. 1412 - construction of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County - we would like to be advised if the claims mentioned in your letter of May 29th have now been paid. We are advised by the contractor that they have all been taken care of with the exception of the claim of Philip Montague for $10.00. We will appreciate your early advices as to whether or not the claims have been released by your department.

Yours very truly,

Manager.

DW-

1025

June 8, 1934

[redacted] Erwin Wood Yard
Florence
Oregon

Attention of Mr. Claude Erwin

Dear Sirs

Reference is made to your letter of June 4 advising us of your claim in the sum of $125.00 against F. J. Kernan.

I presume that your claim is in connection with Mr. Kernan's contract with the U. S. Bureau of Public Roads; such being the case you should file notice of your claim with the Federal Bureau of Public Roads, W. H. Lynch, District Engineer, Postoffice Building, Portland, Oregon. This project is a government contract with which we have nothing whatever to do.

Very truly yours,

Secretary

HBG:AJ

Florence Oregon
June 4-1935

Oregon State Highway Com.
Salem. Ore.
Dear Sir:

We sold F. J. Kerman-Con.
$125.00 worth of mill wood
the fore part of may and
as yet have not recieved any
pay for same. How will we
collect this?

Very Truly yours.
Erwin Wood Yard
Florence. Ore
By=Claude Erwin.

RECEIVED
JUN 1935
COMMISSION

5. ... the rocks on ...

... bankers now clearly belongs to the State.

Very truly yours,

State Highway Engineer

REB:HI

E-142-D

June 6, 1934

Mr. E. A. Collier
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Responding to your communication of May 29, relative to three questions:

1. The adjustment with Kerman was completed.

2. The State will clean up the rocks on the Hancock place.

3. The old lumber from the bunkers now clearly belongs to the State.

Very truly yours,

State Highway Engineer

RHB:HI

...ONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

May 29, 1934.

R. H. Baldock
State Highway Engineer
Salem, Oregon.

-KERNAN ADJUSTMENT-

Dear Sir:

Please advise:

1-Was adjustment with Kernan completed?

2-Is the State to clean up rocks on Hancock's place?

3-Does the old lumber from the bunkers now clearly belong to the State?

Very truly yours,

E. A. Collier

E. A. Collier
Division Engineer

EAC:AWF

E-142 D
1412

June 1, 1934

Mr. F. J. Kerman
Salem, Oregon

Nos Paradise Creek-Int
Bridge Surf. Job

Dear Sir:

We have your letter of May 29th asking an explanation of the difference of $74.30 between the retained percentage of $1429.19 shown on your semi-final estimate and the $1354.89 referred to as retained percentage on your final settlement.

This difference is due to corrections made by the Salem Office in checking the semi-final estimate submitted by the resident engineer. A decrease of 1,839 yd. sta. of overhaul accounts for a reduction of $51.49, which amount is offset by slight increases on several other items, making the net decrease of $74.30.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict. by R. Alvick/ER

cc J. W. McCallister/ER

WALNUT 2338

F. J. KERNAN

GENERAL CONTRACTOR

ROAD BUILDING--DREDGING--BARGING

FALOMA, OREGON

May 29, 1934

Mr. J. W. McCallister
State Highway Department
Salem, Oregon

Dear Sir:

In checking the agreement given to Mr. Kernan by the State Highway Department, I find that you give the amount of the final estimate as $4,356.39--claims amounting to $3,001.50 and $1,354.89, retained percentage withheld on original agreement. On the semi-final estimate the amount of retained percentage is given as $1,429.19. I would appreciate it very much if you would explain the difference of $74.30. There is no deduction shown on the semi-final estimate.

Yours very truly

F. J. Kernan

By A. Jessen

#1412

E-142-D

May 20, 1934

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1412 for the construction of the Paradise Creek-Bat Bridge Section of the Umpqua Highway in Douglas County, consisting of 12.41 miles of surfacing, has been completed by the contractor, F. J. Kenney, and that final settlement will be made by the State with said contractor for work done under said contract on or after June 9th, 1934.

The State has been advised of the following claims against this contract: Ted McKy for 105 cu. yds. of gravel furnished at 0.25 cents per yd; H. L. Benson $2.50 for tire repair; Smith Freight Line $33.36 against Johnson, sub contractor; Cook Service Station $25.33 for labor and material and Philip Montague $10.00 for labor against Johnson, sub contractor. You are advised that the State assumes no responsibility for any of the above claims or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $50,566.97 including the final payment. Of this amount $80.50 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

NOTED
State Highway Engineer

THIS AGREEMENT, made and entered into this 28th day of May, 1934, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "State," party of the first part, and F. J. Kernan, an individual, hereinafter sometimes called the "contractor", party of the second part:

W I T N E S S E T H:

THAT, WHEREAS, the parties hereto on the 28th day of September, 1932, entered into a written agreement wherein and whereby the party of the second part agreed to construct, pursuant to the plans and specifications incorporated in said agreement 12.41 miles of highway surfacing and furnish crushed gravel in stockpiles on the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County; and

WHEREAS, upon the completion of said work the said contractor filed with the Highway Commission a demand for extra compensation predicated upon additional work and upon changes in the specifications, and upon delays in the acquisition of necessary gravel pits and other matters as set out in said written demand; and

WHEREAS, after due and careful consideration of all of the items and claims made by the said contractor, the parties hereto have mutually agreed upon a settlement as hereinafter set out;

THEREFORE, the premises being in general as above stated, it is hereby mutually agreed by and between the parties hereto as follows:

That the several claims made by the contractor for which he required and demanded settlement in addition to the compensation due under said contract as measured by the unit price therein set out are these:

I. Extra cost caused by letting contractor McNutt operate the dry pit on the Bunch place instead of reserving it for F.J. Kernan.

Extra Quarry expense	$1510.48
Extra Road Expense	1155.96
Extra haul from Beckley Bar	560.00

II. Claim that biproducts material ¼" - 0" should be paid for as crushed gravel in stockpile instead of rejection $1,525.42

III. Slide at Paradise Creek 66.50

IV. Extra Cost of stockpiling material when road was unfit for surfacing 96.00
For Bunkers and extra subgrading 1,500.00

IV-A. Claim for delays in furnishing Beckley Bar and for loss during suspension of operations at various times (claim largely verbal) 4,400.00

$10,614.98

2. Of the above enumerated claims the following by mutual agreement have been allowed in the following amount, as extra work:

Claim I.

Bunch Bar
2351 Cu. Yds. at $.50 $1165.50

Beckley Bar
1800 Yd. Miles extra haul " .20 $ 360.00

Claim IV:

Payment for Lumber in Beckley Bunkers
8 M at $20.00 $ 160.00

Cost of rehandling and stockpiling
480 Cu. Yds. at $.20 96.00

Additional cost of subgrading
8 miles at $150.00 1,200.00

3. $ 3,001.50

The State shall pay to the contractor as full, complete and final payment under said contract the sum of $4,356.39, which said sum is made up of claim enumerated in paragraph 2 in the amount of $3,001.50 and $1,354.89, being the retained percentage withheld from the contractor pursuant to the terms of the original agreement.

6. In consideration of said sum of $4,356.39, the contractor agrees to and does accept the said sum of money as full, complete, and final payment for all money earned under said contract, and for all claims of every kind and character whether for work accomplished or for damage sustained or loss incurred for any cause whatsoever; and hereby expressly waives any further claim of any kind or character against the State by reason of any act or conduct on the part of the State Highway Commission, its officers, agents or employees.

The following explanations are accepted by the parties hereto as matters and things considered by the parties hereto in reaching the settlement and agreement with respect to the claims made by the party of the second part.

That since gravel was not replenished by high water in the Umpqua River between Paradise Creek and Red Bridge and it was necessary to allow contractor McNutt to operate in the dry Bunch Bar that F. J. Kerman be allowed $.50 per cu. yds. to recompense him for the additional cost of procuring material from the Bunch bars after McNutt had finished, and that he be allowed haul of $.20 per yd. Mile for the material hauled from the Beckley bar to replace the shortage in the Bunch bar.

Claim II, was disallowed as the bi products were stockpiled according to the terms of the contract.

Claim #III.

Payment for removing slide at Paradise Creek was disallowed since it had been paid for according to the contract as yardage moved.

Claim #IV.

Extra cost of stockpiling and rehandling material was allowed at $.20 per cu. yds. as slide conditions necessitated this rehandling.

Bunker lumber at Beckley bar which had been wrongly claimed by the State was paid for at $9.00 per M. -

On account of unusual slide and settlements, the sub-grade work was much more extensive than contemplated. Therefore the contractor was allowed $150.00 per mile for the 8 miles covered by these slides.

The rental claim due to delays in furnishing the Beckley bar and shut downs due to soft sub-grade were disallowed as they were both fully covered by specifications.

IN WITNESS WHEREOF, THE parties have subscribed their names and the day and year above written:

Attest:

_____
Secretary

STATE OF OREGON, by and through the State Highway Commission

By_____
As Chairman

By_____
As Commissioner

By_____
As Commissioner
Party of the First Part

Executed in the presence of:

_____

_____

By_____

F.J. Kerman
Party of theSecond Part

FORM S.A-1 10748 15M 8-54

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

E-142-D

OREGON STATE HIGHWAY COMMISSION

SALEM

May 21, 1954.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Mr. Frank Kerman will argue his claim concerning the Paradise Creek-Bed Bridge Section before Mr. Baldock on Friday May 28th at 9:30 A.M. Please be present with Resident Engineer Roberts prepared to discuss this matter.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. C. Smith,
Construction Engineer.

HCS/H

CC to
R. H. Baldock

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. S. GLAISYER, SECRETARY

R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
SALEM.

125

OREGON STATE HIGHWAY COMMISSION

SALEM
April 17, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

No progress has been made towards a final settlement with Frank Kernan. He informed me at one time that he expected to arrange an interview with Mr. Baldock to personally discuss his claims, therefore it seemed advisable to allow the initiative to rest with him. He has made no formal claim to Mr. Baldock and at present his claim consists entirely of the correspondence which he has had with you. Under the circumstances therefore it did not seem good business for us to take the lead in the matter, as that would be an invitation for him to press the claims. Therefore we propose to wait until he makes some further move towards requesting a settlement.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

NOTED

FORM S-A-1 15746 10M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 11, 1934.

IN REPLY PLEASE REFER TO FILE NO.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Si :

Please advise if any progress is being made towards a final settlement with Frank Kernan.

THE FEDERAL HIGHWAY ACT

Mr. Hancock, who owns a ranch one and one-half mile east of Elkton came in today and stated that he was willing to settle for $100.00 for damage done to the place on account of rocks rolled down by Kernan's forces into his pasture and field.

Last Fall I wrote to Kernan that he should settle with Hancock either by removing the rock or by paying him for a release.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AWF

Hwy-9929

Form P. R. 2

U. S. Public Works

State Oregon

Project No. NRH 148, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of March, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 1st day of May, 1928, a project statement, which was approved by the Secretary on the 23rd day of May, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 9th day of October, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, five hundred and 55/100

dollars ($ 5,500.55) as the sh[illegible] the United States payable under said act on account of Section D of said project, whi[illegible] not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, Chap. 31, Laws of 1920, and Chap. 248, Laws of 1931.

(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

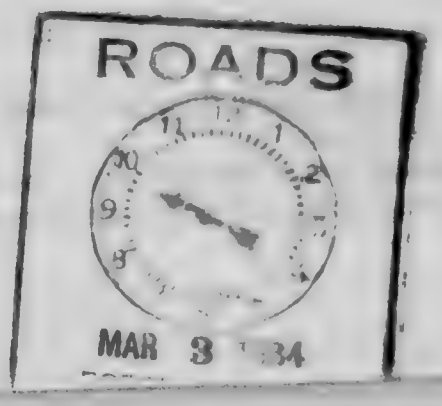
ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1183+00 in the east 1/2 of Sec. 21, T. 22 S., R. 7 W., W.M., and survey station 1269+48 in Sec. 14, T. 22 S., R. 7 W., W.M. (excepting therefrom those portions between stations 1192+40 and 1195+30, 1240+58.85 and 1244+05, and between stations 1246+00 and 1260+61.67),

, length 1.203 miles, in Douglas County, being Section D of Oregon U.S. Public Works project No. NRH 142, consisting of 1.203 miles of roadway and no bridges ~~of a mile in length~~ of more than 20 feet clear span, known locally as the Elk Creek Tunnel Section of the Umpqua Highway, between official control points Drain and Scottsburg.

8—5518



CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of five thousand, five hundred and 55/100 dollars ($ 5,500.55), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six thousand, four hundred thirty-four and 55/100 dollars ($ 6,434.55), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927, and Chap. 248, Laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ROADS
SALEM ORE.
ROADS
APR 12 1934

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 30 day of March, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By ---

Member, State Highway Commission.
(Title of officer)

By ---

(Title of officer)

By ---

(Title of officer)

Secretary of Agriculture

By [signature]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Project No. NRH 142-D, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 6,434.55 as the total estimated cost of said project, and the sum of $ 5,500.55 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30 day of March one thousand nine hundred and thirty four

Secretary of Agriculture

~~Secretary of Agriculture~~

By BM Mclean
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

FORM 5-11 (1934) 10M 10-33

COMMISSIONERS
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R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1425

OREGON STATE HIGHWAY COMMISSION
SALEM

NOTED FEB 7 1934

Feb. 5, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

PARADISE CREEK - RED BRIDGE SURFACING FINAL

Dear Sir:

Attached hereto you will find letter and claims from F. J. Kernan. In my letter of January 9th, I stated my opinion of several of these claims.

Item 1 - You will note he has raised this from $2500. to $5026. On page 13 of the Special Provisions we clearly stated that the Bunch bar is now being worked by the contractor on the Paradise Creek-Elkton project and that this bar will not be available until that contractor complets the gravelling operations in connection with his contract. McNutt, the contractor, had prospected both bars and it was his intentions to work first the lower bar and if necessary the upper bar. This did prove necessary and he took some material from the upper bar. We clearly stated that we did not guaranty the quantities of material in any of the above named bars and no extra compensation will be allowed for failure in any of the specified sources to yield such quantity or any other specified quantity. There was a small bunker placed on this upper Bunch bar by McNutt which was used by Kernan and was of considerable benefit to him.

Item 2 - Kernan mentions letter of January 21, 1933 to the Highway Commission. I do not have such letter in my file and do not recall it. Please check up on the Salem file. Kernan of course had to wash the crushed oil rock. We took all the ¼" minus from this crushing operation and this did not vary from our standard practice of the past several years of stockpile ¼" minus reject from oil rock production projects.

Item 4 in Kernan's letter of January 25th, 1934, is the same as claim #3 mentioned in my letter of January 9th.

Item 3 in Kernan's letter covered the particl removal of a slide by Kernan. The material was kicked over the edge of the grade and was paid for in the cross-sections. We have measurements on the amount of material moved by his crew that day and I believe they moved enough material to pay their wages. If Kernan is allowed this claim for force account that yardage will be deducted from his estimate for he ceetainly could not expect to collect both yardage and force account.

Kernan also bills us $1500. for the bunkers. On January 4th, 1934, the lumber at the Beckley bunkers had been piled on the premises in accordance with the written contract. The State had not removed any lumber from the ground. I told Mr. Kernan in the presence of Homer Johnson and Glenn Roberts that the lumber in the bunkers belonged to him and that he might be able to sell it to Saxton & Looney, who would have another bunker to put up at Scottsburg soon. He said he didn't want to bother with it and he would give the State any of the lumber they cared to remove from

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SALEM

IN REPLY PLEASE
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the [illegible]nd the rest of it he was going to give to the owner, Mr. Beckley. He siad we could take any of the lumber we wanted within one week. We hauled 7000 or 4000 feet of lumber to our stockpile site at Elkton and if Mr. Kernann wants this lumber he is welcome to it. The value is probably $20.00. As to the little office shack, Beckley says that Hilderburne said he could have it and not Kernan. Hilderburne says that he did not tell anybody they could have the office. The lumber for the office was left on the ground. Kernan paid Beckley $40.00 in order to avoid taking the gravel off the property as provided in the written agreement. Beckley would not have settled for the little office anyway.

In his 1 st paragraph Mr. Kernan mentions subgrade preparation work for which he thinks he should receivedadded compensation. Kernan was not required to do any work not called for by the contract. It was hard in fact to get him to do all the work required by the contract. His last paragraph mentions shut-down with which you are familiar. He was shut down by high water New Years and did not put out any more gravel until Feb. 20th, although he was urged to do so. He ran about one month and was then shut down because the grade through the fields was too soft to permit truck haul. About June 1st, an agreement was made with Kernan to stockpile this material and place it later.

Kernan and Johnson stripped the Beckley bar with a shovel contrary to the provisions of Kernan's contract. Other contractors had figured on stripping with teams as provided in the Special Provisions. Kernan loaded the stockpils at the Bunch bar with shoval after securing permission from Mr. Baldock and this was a material financial advantage to him over the specified plan of loading by hand or by team. The Special Protisions requir d the contractor to maintain the road in good condition until such time as he can complete and turn over to the State the whole of the unit being surfaced from a given source of surfacing materials. Kernan did some maintenance blading but several times refused to blade the road when requested to do so by Roberts. The size of gravel from which the oil rock was to be made was reduced from 2½" to 2" at Kernan's request. This was a material advantage to him since the gravel at Beckley's did not run sufficient over the 2½" to provide oil rock. It was for this same reason that he hauled material west past the haul divide between the Beckley and Bunch bars.

I recommend that none of these claims be allowed.

Very truly yours,

E. A. Collier
Division Engineer

cc. RH. Baldock
EAC:AW

H. B. GLAISYER, SECRETARY
E. S. ALDRICH, BEND, OREGON
CARL G. WASHBURNE, EUGENE
CHARLES H. SCOTT, CHAIRMAN, PORTLAND

Copy

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

FALOMA, ORE.
Jan. 25, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier
Roseburg, Oregon.

Dear Sir:

Conforming to your request made to me at Elkton the other day when I was going over the extra work items on the Elkton job, I am enclosing a statement of the extra work amounts which we figure is due over and above what has been allowed in the contract items in this contract. I have tried to show in detail just how we have arrived at these extra costs.

ITEM 1

The claim for extra costs due to letting contractor McNutt go into the dry pit on the Bunch place which was originally figured as one of the scurced of material for the surfacing of the lower half of the project. The amount of material that was used on that end of the project was approximately 7200 yards, and if the State had not allowed McNutt to go into the Upper Bunch pit, there would have been sufficient material in the pit to supply the amount of material necessary on the contract.

After McNutt took the larger portion of this pit for his project I had to resort to several different ways of getting out sufficient gravel to surface that end of the project. We hauled approximately 2400 yards from the Beckley Bar set-up, past the half-way mark between the Beckley Bar and the Bunch Pit which extra hauling amounted to $660.00. In our operations on the Upper Bunch Pit, due to McNutt taking the material and leaving the pit in such a condition that it was impossible to get sufficient material to do the job I spent approximately two weeks with a small crushing plant, one 3/4 yard shovel and two to three small trucks hauling material up to the crusher and spending from ten to fifteen hours per day and accomplishing very little. With this amount of time and money I could have easily put out the 5000 to 6000 yardsoof material needed for the surfacing on the lower end of the project. But as we got out such a small amount of material, and in order to get out the balance necessary for the project, I had to go into the River Bar down below where the set-up by the boulder pile was, and scalp the river bed there to get sufficient more material to finish the surfacing. I also had to build roads to get from one small deposit to the other in this pit.

We have carefully analyzed our operations on the Upper Bunch pit, and are convinced we could have put out the entire balance of the surfacing from this pit in the time we were operating instead of what we did put out, if McNutt had not molested the pit. Due to the State letting McNutt go into the Upper Bunch Pit, we were forced to go into the lower pits to get sufficient material. The cost for going tinto the river bed on the Paradise Bar or what you call the lower Bunch Bar was $1510.45, which expense would not have been necessary if the pit (upper) had been left unmolested and exactly as it was when I bid on it in my contract, and as shown on the plans for the job.

Due to being unable to get sufficient material from the Upper Bunch Pit, I had to keep my

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R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

EAC—2

road equipment on the project for approximately three weeks longer, twelve days of this time was an entire loss to our operations, for the reason that [illegible] Upper Bunch pit had never been molested by McNutt, our plant set in there, would have turned out twice the yardage in the same operating time and would have finished the entire surfacing of the project. This amount of road equipment would have taken care of this entire yardage during the time we were crushing on the Upper Bunch Bar. The extra cost for the road work for 12 days amounted to $1155.96.

ITEM II [illegible]

During our crushing operations, we put out and stockpiled 2033.9 cubic yards of clean washed materials running from ¼" to dust, on which you allowed us only 25¢ per yard in the stockpiles, which is the price you ordinarily pay for waste materials from the bunker. Inasmuch as you requested this material to be washed and screened, the same as oil rock, we are entitled to the same price as that which we received for the oil rock aggregates or $1.00 per yard and amounts to $1525.42, in addition to what has been allowed in the estimate. If you will refer back to your correspondence with us, you will find that I notified the Highway Commission on Jan. 21, 1933 that I expected the oil rock price for this screened and washed ¼" to dust material, and if you objected to paying the $1.00 per yard, you should have advised me at that time.

2

ITEM III

On March 1 1933, my superintendent sent some men and equipment down to take out a slide one-half mile east of Paradise Creek which was merely to take care of a maintenance situation and I am entitled to force account for this amount of work which amounts to $66.50.

ITEM IV

In regard to the 480 yards of material which we were compelled to pile at the junction of the Paradise Creek Section on the Oakland Road, because of a slide, the engineer claimed the road was not in condition to put this material on. We were compelled to pile this material at the junction sot that we could tear our plant down and move to the lower set-up. There was no reason why this material should be stockpiled. It should have gone on the road at the time we were surfacing. It was just one of the things that happened on this job to make it harder for me to do. The State paid me 20¢ a yard for the other material which was piled in the School House yard. There is no reason why this 480 yards should not be paid for at the same price because I was compelled by the engineer to stockpile it, and also because the conditions were the same as in the other stockpile for which we were paid.

I also enclose a bill for $1500. for bunkers which was deducted from my estimate due to the fact that the State took possession of all the lumber in both the Beckley and Boulder Pile set-ups. I was notified to tear down the bunkers and to deliver the lumber to the State of Oregon. The lumber had been sold to a contractor but the State Engineer stop ed the contractor from hauling the lumber away, and the State took the lumber and used it for their own purposes. I was also notified to haul the lumber to the State Property. By following the instructions of your engineers in regard to tearing down bunkers and buildings on the Beckley property, I was forced to pay Mr. Beckley extra money. I promised him an office building which was there and on account of the engineer forcing me to tear down the buildings, I couldn't let Mr. Beckley have this building, consequently I had to settle with him in cash in order to have the State release Homer G. Johnson and myself from this property.

I was put to a great expense on our subgrade preparation due to the fact that I was required in a great many places to salvage existing surfacing materials and then

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H. B. GLAISYER, Secretary

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

EAC——5

IN REPLY PLEASE

move the excavation underneath the materials endways, and then replace the surfacing materials back in place. This could not be required under the contract for preparation of the subgrade, and this expense on the various places on the job amounted to several hundred dollars. I am not enclosing a separate bill for all of this subgrade work mentioned but am willing to adjust it if I am allowed the $1500. which was deducted from the estimate for the bunkers.

In regard to your letter of September 16 where you request me to remove any rocks on Mr. Hancock's property, I will say that practically all the rocks on his property rolled down as a result of the grading contractor's operations, but if any rocks rolled down as a result of my operations the State should remove them at their own expense as the engineer directed us how and where the slide materials should be dumped. I feel that my responsibility ended when we complied with his request.

I have another item for which I expect considerable compensation on account of the shut-down which the engineering staff requested of me which shut-down caused a great deal of expense in lost use of equipment

As you know the special provisions in this contract stated definitely that this job was set up as winter relief work, and that the job was to be prosecuted throughout the winter months regardless of ordinary weather conditions. I took this into consideration when I made up the bids and I expected to proceed without being shut down with sustained loss of time for my organization and outfit, which sut-downs caused me great expense. I will however, submit this bill direct to the Salem office as it is probably out of your jurisdiction.

Very truly yours,

F. J. Kernan
Faloma, Ore.

COPY

STATE OF OREGON

Statement on Extra Work on contract No. 1412
surfacing the Paradise Creek- Red Bridge
Section of the Umpqua Highway.

EXTRA EXPENSE made necessary by McNutt taking Upper Bunch Pit:

Expense getting out road rock from bar below Boulder Pile at Paradise.....	$1510.45	
Extra hauling from Beckley Bar past half-way point between pits.....	560.00	
12 Days extra expense of road equipment	1155.96	
	TOTAL	$3,026.41
EXTRA on WASTE MATERIAL for washing and sereening sand.....		1,525.42
FORCE ACCOUNT—STATE used men on slides ½ mile East of Paradise Creek.....		66.50
STOCKPILING at Junction of Oakland Road.....		96.00
BUNKERS.....		1,560.00
	TOTAL	6,214.33

Extra hauling from Beckley Bar made necessary by McNutt taking rock from Upper Bunch Bar:

Hauling 1200 yards @ 10¢ in first mile from half-way point between Beckley Bar and Upper Bunch Bar.

Hauling 1200 yds. @ 20¢ two miles over half-way point between Beckley and Upper Bunch Bar.

1200 c. y.	@ 10¢	$120.00
1200 c. y.	@ 20¢	240.00
	total	$360.00

EXPENSE GETTING OUT ROAD TOCK FROM PIT BELOW BOULDER PILE AT PARADISE.

July 25—Labor		$82.61	
Truck - 24½ hrs. @ $1.50.....		36.75	
Shovel rent—13 hrs. @ $2.00.....		26.00	
Gasoline for shovel & plant 130 gal. @ 20¢.....		26.00	
	TOTAL.....$171.36		
July 24—Labor.....		107.80	
Truck-54½ hrs. @ $1.50		81.75	
Shovel rent 15 hrs. @ $2.00.....		30.00	
Gasoline-184 gals. @ 20¢.....		36.80	
	TOTAL... 256.15		
July 25—Labor.....		106.64	
Trucks 54 hrs. @ $1.50.....		81.00	
Shove. rent 15 hrs. @ $2.00.....		30;00	
Gasoline 196 gal. @ 20¢//////		39.20	
	Total 256.84		
July 26—Labor.....		92.35	
Trucks..40 hrs. @ $1.50		6000	
Shovel rent 15 hrs. @ $2.00.....		30.00	
Gas. 82 gal. @ 20¢.....		16.40	
	Total 199.55		
July 27—Labor.....		48.80	
Trucks 42 hrs. @ $1.50...		18.00	
Shovel rent 8 hrs. @ $2.00....		16.00	
Gas. 75 gal. @ 20¢////////		15.00	
	TOTAL 95.10		
July 29 - Labor.....		48.80	
Trucks..13½ hrs. @ $1.50		20.25	
Gas. 88 gal. @ 20¢....		17.60	
Shovel rent 7 hrs. @ $2.00...		14.00	
	TOTAL 100.65		
July 30 - Labor.....		30.00	
Trucks - 20 hrs. @ $1.50....		30.00	
Gas. 55 gal. @ 20¢ ////		11.00	
Shovel rent 5 hrs. @ $2.00.....		10.00	
	TOTAL 81.00		
		$1160.45	
7 days rent of plant.....		350.00	
TOTAL.....$		1510.45	

On basis of 12 days

Cat & Blade———— $10.00 a day for cat
3.00 a day for Blade

50 gal. gas @ 20¢———$10.00
Repairs and upkeep——— 5.00
1 man on blade 60¢-10 hr.6.00
1 man on cat 60¢-10 hr. 6.00

Cost of Caterpillar and Blace---For one day.....$40.00

1 Dual Patrol Blade

Rental @ $250.00 per mo.....$8.33 a day
20 gal. gas @ 20¢..... 4.00 "
Upkeep oil, grease, repairs.... 3.00 "
1 man @ 60¢ - 10 hrs..... 6.00 "

Cost of 1 Dual Patrol Bla e.....For one Day...$21.33

1 Ten-Ton Hercules Roller

Rental @ $300.00 per mo. ....$10.00 per day.
gas. 50 gal. ¢ 20¢..... 6.00 "
Upkeep, wear and tear..... 3.00
1 man, 10 hrs. ¢ 60¢..... 6.00

Cost of 1 Ten Ton Hercules Roller... For one day...$25.00

SPREADING

2 men 10 hrs. @ 50¢ labor..... 10.00
Cost of operating for one day $96.33
.12 days
$1155.96

ELKTON JOBL

2,033.9 cu. yd. @ $1.[illegible]————$2,033.90
2,033.9 cu. yd. @ .25¢———— 508.48 - allowed on est.
$1,525.42

Baldnce due on Waste Material stock piled - had to wash it down.

(Note) - Scarifying, blading and shaping road--fine grading $1500. no charge.

Road material 1½" to minus screened gravel put in stockpile.:

Mar. 16 - - - -248 cu. yd. - two shifts
Mar. 17 - - - -164 cu. yd. - one shift
Mar. 18 - - - - 68 cul yd. - 2¼ hrs.
480 cu. yd.

For taking out of stockpile--.20
$ 96.00

$1500 on BUNKERS

ELKTON JOB - FORCE ACC'T

Below is a list of men, equipment, and time put in on slides about ½ mile East of Paradise Creek which I know should be classed as Force Account.

March 1, 1955.

George Avelis—Rhademan ————	.60	8 hrs.	$4.80
Del. C. Wilson—cat. driver————	.60	4½ hrs.	2.70
C.F. O'Neil - laborer————	.50	6½ hrs.	3.25
Arthur Hetland "	.50	6½ hrs.	3.25
J. Traylor "	.50	6½ hrs.	3.25
John McMichael "	.50	6½ hrs.	3.25
C. A. Simmons "	.50	6½ hrs.	3.25
Ed. Anderson "	.50	6½ hrs.	3.25
A. Davidson "	.50	6½ hrs.	3.25
D. Kingston "	.50	6½ hrs.	3.25
N.S. Heatherly "	.50	6½ hrs.	3.25
J. Applegate "	.50	6½ hrs.	3.25
M.L. Dowling "	.50	6½ hrs.	3.25
Peter Zales "	.50	6½ hrs.	3.25
2 Dis.....			$41.55
Inc & Maint.....			20.00
			$61.55

January 14, 1926

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final vouchers for each of the following projects:

~~S-143-B~~	Elk Creek Tunnel Section	$ 285.89
S-143-C	Paradise Creek-Elkton	1,356.55
S-143-F	Elkton Section	1,879.15

The constructed length of the above projects are as given in the plans which you now have.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

J 21

FORM P.A.-1 11084 10M. 10-33.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142d.

OREGON STATE HIGHWAY COMMISSION
SALEM

Jan. 2, 934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

PARADISE CREEK-RED BRIDGE SURFACING FINAL

On January 4th, I met Frank Kernan in Elkton. He brought down with him Homer Johnson and his brother Harvey Johnson. Kernan has taken down the bunkers at Beckley's on the river from Elkton and has paid the owner $40.00 as compensation for leaving gravel on the land and we secured from Beckley a release, a copy of which is attached hereto. You will notice this releases the State Highway Commission from all claims the Beckley's have arising out of the production of gravel on their property near Elkton under the agreement dated October 4th, 1932. I am sending an extra copy and think this should be placed in Mr. Dever's files so that any future claims from the Beckley's can be denied immediately.

Mr. Kernan said he would call on Mr. Hancock and attempt to arrange for the removal of some boulders from Hancock's pasture. These are the only two items left to complete the job. I have not heard from Kernan yet about the Hancock matter.

Mr. Kernan said he had four claims against the Highway Department.

1-Claims he lost $2500. on the Bunch dry bar because McNutt was permitted to take gravel from this bar in the Fall of 1932. Mr. McNutt had prospected this gravel bar long before bids were called for on the Kernan job. In Kernan's contract the State agreed to provide the right to take gravel from any bars in the Umpqua River between the Mary White bridge and ParadiseCreek and we mentioned that gravel was obtainable, among others, from the Bunch bars and stated that contractor McNutt was now taking gravel from the Bunch bar and Kernan would be permitted to take what was left. McNutt exhausted the gravel on the bar on which he was working and then moved up the river and took considerable gravel from the Bunch dry land bars, which is not in the Umpqua River. Kernan moved on to this bar after he had finished at Elkton and attempted to work the material which carried a large percent of sand and dirt without washing it. He took 2331 yards from this bar and then moved down onto the lower bar and got about 2000 yards there. It is my opinion the State is under no obligation to recompense Kernan for any loss he may have had at the Bunch dry bar and it is further my opinion that he did not lose $2500. there. Part of the loss, if any, incurred at that point was due to his improper plan of trying to put this material through without washing.

2-Kernan claims he should get paid extra for screen rejects because they had to be washed and stockpiled and we did not take all of the rejects which he produced at Elkton. This matter is clearly covered in the contract and I believe that I had Kernan convinced that he could not expect payment for this.

H. B. GLAISYER, SECRETARY
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
COMMISSIONERS
JUN 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

PARADISE CREEK-RED BRIDGE,S RFACING FINAL

IN REPLY PLEASE REFER TO FILE NO.

3-About March 15th, I 33 Kernan stockpiled about 400 yards of gravel at Elkton and later reloaded this gravel and placed at east of Elkton on slide sections. He claimed he should have 20¢ a yard for this or a total of $80.00. Glenn Roberts states that when the contractor brought his shovel in he was very anxious to get across the river with it and for this reason did not take out the slides and that this material was stockpiled by the contractor for his own convenience and not at our request and that no action of the State made necessary this rehandling. We could, of fourse, have permitted him to dump this gravel on at the slides before they were removed but it would then have been fouled up with slide material during removal of the slides with the power shovel.

4-380 yards of 1½" minus gravel are stockpiled on the Oakland road about three-fourths of a mile from Elkton. I submitted a requisition through the Board of Control for this type of material of which Kernan had an excess in his screening operations. It was my thought that Kernan could furnish us this material at 50¢ at the bunkers and be ahead on the job. As I remember however he quoted $1.15 and no further action was taken in the matter as far as I know. Homer Johnson said that a voucher had been sent him at 90¢ a yard and that he would give this to Kernan and send it into Salem so that he could collect. If that is the case this claim is settled. If not I would recommend that we pay Kernan 90¢ a yard for this material in order to settle the matter.

When Kernan left he said he would send me his costs on the Bunch dry bar and if and when I receive these I will forward them to you. In the meantime I thought it advisable for you to have a list of his claims and my recommendations with regard thereto.

I recommend that no payment be made under claims No. 1 and No. 2. That "four" be paid as claimed if it has not already been covered and am willing to pay "three" since it is a small amount if this will result in a settlement.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AW

Elkton, Oregon.
Jan. 4, 1954.

Mr. Frank Kernan
Faloma, Oregon.

Dear Sir:

In consideration of the sum of $40.00, the payment of which to us today is hereby acknowledged, we release Mr. Homer Johnson, yourself and the State Highway Dept. from all claims we have arising out of the production of gravel on our property near Elkton under the agreement dated October 4th, 1952 and in particular agree that none of you will be required to remove the gravel or do any other cleaning up on the lands adjacent to the gravel pit.

Signed Orval I. Beckley

Grace L. Beckley

COPY

142-D

OREGON STATE HIGHWAY COMMISSION

E. A. COLLIER
ROSEBURG, OREGON

December 26, 1933

Mr. E. A. Collier
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

This is your authority to sell the timber from the Kernen bunkers at Elkton at $5.00 per M. I am sorry that I neglected to advise you sooner in regard to this.

I have heard nothing from Kernen with reference to his acceptance of his final estimate over and above the facts recited in your letter.

Yours very truly,

State Highway Engineer

from RBB:MC

[illegible], CHAIRMAN, PORTLAND
[illegible]. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Dec. 18, 1933

R. H. Baldock
State Highway Engr.
Salem, Oregon.

Dear Sir:

A few days ago I phoned you about selling lumber from the Kernan bunkers at Elktpn to Harry Hilderburne and you planned to ask Mr. Devers whether this could legally be done and advise me. I have not heard from you and presume in the press of other business this has been delayed.

Mr. Hilderburne had torn down one bunker and loaded the material on a truck. After waiting a short time to hear from you he decided to unload the material on our lot at Elkton and I think is not interested in buying the material now. Some of this material would come in very handy for maintenance work but some of it is useful only for bunkers. It is my thought that we might be able to sell some of it if this can be legally done and not too much red tape is involved.

Mr. Kernan has paid the school board rental on their lot but has not arranged to move the rocks from Hancocks place nor taken down the bunkers and cleaned the gravel off the Beckly place. I wrote to him a month ago suggesting that he come down and go over the job with me if he had some items for which he thought he should receive extra pay. I have not heard from him since. His last letter, a copy of which I sent you early in the Fall stated that he was in no hurry for his final and that he had a number of extras for which he was going to get pay. Have you heard anything from Kernan?

Very truly yours,

E. A. Collier

E. A. Collier
Division Engineer

cc. H.G. Smith
EAC:AW

NOTED
[illegible] Highway Engineer

November 9, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Elk Creek Summit Section Project No. [redacted]

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dist. by J. W. Nash/Cs

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-148-D

[illegible] CREEK TUNNEL SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.

Salem, Oregon, November 7, 1933.

Roadwork (Sta. 1183+00 to 1246+00) (Sta. 1260+61.7 to 1269+48)

400	cu. yds.	Crushed Gravel Surfacing & Shoulders	$ 1.15	$ 460.00
2,300	yds. mls.	Hauling Surfacing & Shoulder Materials	0.25	575.00
50	cu. yds.	Filler	0.45	22.50
150	yds. mls.	Hauling Filler	0.10	97.00
50	M-Gals.	Sprinkling	1.50	75.00
1,120	cu. yds.	Placing Mineral Aggregate	1.30	1,456.00
2,000	yds. mls.	Hauling Mineral Aggregate	0.15	300.00
12	tons	Emulsified or Cut-back Asphalt in Haul Cost	26.00	312.00
84	tons	No. 3 Oil in Place	24.00	2,016.00
		Sub-total		$ 5,033.50
		10% Engr. & Cont.		500.35
		Total		$ 5,533.85

Length of Roadwork 1.203 miles
Cost per mile $ 4,572.36

National Recovery Highway Funds Requested $ 5,533.85

NON-PARTICIPATING ITEMS

Aggregate Furnished Under State Contract No. 1412

660	cu. yds.	1 1/2" - 3/4"	Crushed	Gravel	in	Stockpile	0.90	$	594.00
120	" "	3/4" - 1/2"	"	"	"	"	1.00		120.00
210	" "	1/2" - 1/4"	"	"	"	"	1.00		210.00
								$	924.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maintenance: Chap. 41, Laws 1927

October 8, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany bituminous macadam specifications for the Elk Creek Tunnel Section, Project No. NSH-142-D.

Five blueprint copies of the typical cross-section and summary sheet are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 142-D

ELK CREEK TIMBER, JUNCTION OF THE

UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, October 2, 1933

Roadwork. (Sta. 1153+00 to 1216+00) (Sta. 1260+61.7 to 1269+48)

400	cu. yds.	Crushed Gravel Surf. & Shoulders	$1.20	$480.00
2,300	yd. mi.	Hauling Surf. & Shoulder Materials	0.15	345.00
50	cu. yds.	Filler	0.30	15.00
150	yd. mi.	Hauling Filler	0.15	22.50
50	M-Gal.	Sprinkling	2.00	100.00
1,130	cu. yds.	Placing Mineral Aggregate	1.30	1,469.00
2,000	yd. mi.	Hauling Mineral Aggregate	0.20	400.00
12	tons	Emulsified or Cut-back Asphalt in Seal Coat	28.50	342.00
84	"	No. 3 Oil in Place	26.50	2,226.00
100	"	Tar in Place	24.50	[illegible]
		Subtotal		$5,399.50
		10% Engr. & Cont.		[illegible]
		Total.....		$5,939.45

Length of Roadwork 1.203 miles
Cost per Mile $4,937.19

National Recovery Highway Funds Requested, $ 5,939.45

NON-PARTICIPATING ITEMS

Aggregate Furnished Under State Contract No. 1412

660	cu. yds.	1½"	-	3/4"	Crushed Gravel in Stockpile				$0.90	$ 594.00
130	"	"	3/4"	-	½"	"	"	"	1.00	130.00
210	"	"	½"	-	0"	"	"	"	1.00	210.00
										$ 934.00

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142d

OREGON STATE HIGHWAY COMMISSION

SALEM

June 26, 1928.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

With regard to using the temporary bridges on the Paradise Creek-Red Bridge Section until next year as suggested in your recent letter.

There is an insistent demand to let the Bituminous contract for this section immediately but Mr. Baldock will endeavor to have this put off until next year. He contemplates making an inspection of this project next week with Mr. Washburn at which time several of these questions will be decided.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

NOTED
State Highway Engineer

FORM S-A-1 6000 SM 9-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142-D

OREGON STATE HIGHWAY COMMISSION
SALEM

June 21, 1933

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

ATTENTION: H. C. Smith

Dear Sir:

A few days ago we wrote you concerning the method of loading gravel by contract to Kerman on his new set-up at the Bunch stock pile site. The contractor will be moved to his new set-up within the next few days, and we should tell him what method we will insist upon.

Johnson does not wish to use hand methods and has told Roberts that he thinks he will not have to. The contractor plans to set one plant to get out the road rock on the Bunch dry bar, where Smith and McKy took out some of the gravel for McNutt last year. They will set another plant at the Bunch stock pile. Johnson says he intends to use the shovel at the Bunch dry bar. There will be no water in this pit unless he pumps it there. Johnson states that unless we let him use the shovel, he will want force account for loading the gravel, for the reason that this bar was made available to the contractors when he bid and we afterward permitted the sub-contractor for McNutt to take out part of the gravel therefrom. I cannot see his argument as long as there is sufficient gravel left in any of the bars mentioned at the time of his bid.

Please advise promptly whether he should be permitted to use a shovel in this bid. A shovel or drag line would, of course, be the ordinary method of handling it.

Very truly yours,

RAC:ES
cc R. H. Baldock

E. A. COLLIER,
Division Engineer.

#1412

142

June 6, 1928

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Herewith enclosed please find copy of a letter from F. J. Kerman requesting an extension of time to August 31st on his contract No. 1413 - Paradise Creek-Red Bridge Section in Douglas County.

You will please note that Mr. Kerman refers to his letter of May 29th. We do not have this letter mentioned at this office.

Will you please advise us of your recommendation in connection with the above so that thematter may be presented to the Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

...M. SCOTT, CHAIRMAN, PORTLAND
...WASHBURNE, EUGENE
...ALDRICH, PENDLETON
...SLAUSON, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
June 1, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

NOTED
[illegible] Engineer

Dear Sir:

In regard to the Kernan Contract on the Umpqua Highway, I beg to advise that it was decided to permit Kernan to stock pile the remainder of his material from his first set up, paying him 20¢ per yard for doing this, and then to stabilize the subgrade in question by pit run material from the Bender bar under a separate contract, or under the contract for the bituminous surfacing and after the topping has been placed on the road some time in August to then permit Kernan to go ahead and pick up the stock piled material and finish the surfacing of that portion.

I will prepare a price agreement to cover the 20¢ per cubic yard, which will repay him for rehandling the stock piled material.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM B-A-1 6750 7500 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

FIELD ENGINEER'S WEEKLY REPORT
Federal Aid Emergency Project

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1425

OREGON STATE HIGHWAY COMMISSION

SALEM

May 22, 1933

IN REPLY PLEASE REFER TO FILE NO.
MAY 23 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon.

ATTENTION: H. C. SMITH

Dear Sir:

Attached hereto you will find an application for "Authority For Additional Expenditure" on the Paradise-Red Bridge surfacing job on the Umpqua Highway in Douglas County, being contract 1412 by F. J. Kernan.

In my letter of March 30th, to R. H. Baldock I stated that a considerable increase would be necessary to complete this job. The estimate of 10,000 cubic yards of excavation for the removal of slides and restoration of sunken grades was made in the fall of 1932 before any of the slides or settlements had occurred and was based on the amount required for this type of work on adjacent sections. However, the severe storm of New Years day caused more slides than we anticipated so that it will require approximately 27,000 cubic yards instead of 10,000 and will increase the truck haul in the amount of 6500 yard miles. We will need some ¼" minus rejects in the seal coat on our bituminous macadam and we are having the contractor stock pile approximately 1200 cubic yards as provided in the general specifications. This was not a bid item. The total increase ask for is $7550. You will note that considerable additional drainage is being placed by State Force and I believe that this drainage after installation will aid in reducing the amount of slide-outs of the grade.

This section of the Umpqua Highway, however, will on account of the nature of the materials encountered, and the topography, be always subject to considerable sliding.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AW

Form 326—4M—10-32

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

Federal Aid Emergency Project

For Week Ending April 1st. 1933, *19*

Section Paradise Creek - Red Bridge — *Kind of work* Grading and Surfacing

Highway Umpqua — *Section prefix* 10 P X

Contractor F. J. Kernan — *Contract number* 1412

Date of contract Oct. 26th., 1932, *193* — *Date of completion* May 31st. 1933, *193*

Date work started Oct. 18th. 1932, *193* — *Estimated date of completion* June 15th., 1933, *193*

Amount of contract . . . . . $40,555.00 — *Per cent of time elapsed* 75.5%

Estimated cost of completed project, exclusive of engineering $43,141.00

Per cent of contract completed, based on total contract price 39%

Engineering costs to date $1603.80, 3.7%. *Date project was completed* ..., *193*

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, changes in personnel of party, etc.:

No work on this job this week due to soft subgrade and contractor not willing to move to the Bunch Bar and crush the oversize pile there.

Bladed and drained road west of Elkton early in the week, man worked one half day. Kernan refused to blade road on Saturday.

RECEIVED
APR 3 - 1933

Adam E. Roberts
Res Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	12.41	12.41			
Miles partially completed	xxxxx	6.06			
Miles completed	xxxxx	5.85			
Total estimated quantities	10,000	55,000			
Estimated quantities moved or placed to date	7,750	12,131			
Average daily quantities	xxxx	186			
Average daily quantities necessary to complete project on time	xxxxx	402			
Number shifts per day	xxxx	xxxx			
Hours per shift	xxxx	xxxx			
Average force on project for week	xxxx	xxxxx			

Percentages of men employed on contract to be secured from:

Douglas County, 51 %; Coos County, 49 %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Douglas COUNTY	Coos COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men	x	x				1	1
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power Graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Rain		
Tuesday	Cloudy and Showers		
Wednesday	Light Showers		
Thursday	Hard Rain		
Friday	Fair		
Saturday	Bright and Warm		

April 13, 1933.

Mr. R. H. Baldock

I am transmitting herewith a report which Mr. Skelton made covering a recent inspection of the Elk Creek Tunnel.

You will note that Mr. Skelton's crew have gone over this tunnel very carefully and that the only work recommended is a small additional amount of lagging in Sections 1 and 5 which Mr. Skelton estimates to cost $175.00.

In view of the fact that this constitutes an element of traffic danger, I have authorized Mr. Skelton to proceed with this work at once. No additional authorization need be made for this work. I will trim our bridge budget some where sufficiently to cover the same.

I have also instructed Mr. Skelton to make frequent inspections of these tunnels and to report his findings from time to time.

C. B. McCullough

NOTED
State Highway Engineer

CBM:AP
Attached.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Roseburg, Oregon
April 8, 1933.

Mr. C. B. McCullough
State Bridge Engineer
Salem, Oregon.

Dear Sir:

We recently completed an inspection of the Elk Creek tunnel. Nickson's crew rigged up a scaffolding on their truck and went over the rock surface of the unlined sections barring down all loose rock.

The tunnel, for the purpose of this report, is made of seven sections:

Section 1 - (West portal section) from Station 1246+75 to 1247+23. This is a lined section.
Section 2 - From 1247+23 to 1249+51 is an unlined section.
Section 3 - From 1249+51 to 1251+90 is a lined section.
Section 4 - From 1251+90 to 1254+48 is an unlined section.
Section 5 - From 1254+48 to 1256+42 is a lined section.
Section 6 - From 1256+42 to 1257+35 is an unlined section.
Section 7 - (East portal section) From 1257+35 to 1257+67 is a lined section.

In going over this tunnel, no attempt was made to do anything in the lined sections or to pick any material from these sections. In section 2, approximately 32 cubic feet was barred down, 90% of which was sand stone and about 10% was shale. The largest piece was of about one-half cubic foot in size. Section 4, about 30 cubic feet of material was barred down ranging from about 2/3 of a cubic foot down. 95% or better of this material was sand stone mainly in small flat slabs and about 5% of this was shale. Section 6. About 40 cubic feet of material was barred down, ranging in size from one-half a cubic foot down. Around 85% of this material was sand stone with probably 15% of shale. This also was in flat slabs.

From a visual inspection of the various sections I made the following notes:

Section 1 (lined) 1 piece of about 300 pounds has broken loose and lodged against timbering. This came from jost a foot or two above the curb line on the east end of the south side. About 25 pounds of small material has rattled down on top of the curb. Timbering is O.K.. Noted that between Sections 3 and 4 on the south side there is no side-lagging at the top and some rock appears to be quite heavily shattered. Would recommend lagging this section down to the spring line which would be approximately ten feet.

Section 2 (unlined) only about 5 lbs. of material has come down since the last clean-up. On the west end of this section there are numerous flat seams showing which would bear rather close inspection. Nothing recommended for this section.

Section 3. (lined) On the north side from 15 to 20 lbs. of small rock has come down on the curb and on the south side from 30 to 40 lbs. This came mostly from near the east end, where several shale seams were encountered. Nothing recommended for this section.

Section 4 (unlined) A total of 10 to 15 lbs. of small material has come down on this section since the clean-up, mainly from small shale seams. This section appears to be in good shape and nothing recommended.

Section 5 (lined) On the north side from 50 to 75 lbs. of material have dropped out of the sides from below the spring line. This has come from shale seams which I mainly noticed from the center of this section to the west end. On the south side from 200 to 300 lbs. mainly of shale have dropped from the west end to about Station 1255+25. This is in a section where the side-lagging has not been carried down to the curb line. I believe that it would probably be adviseable to carry the side-lagging down to the curb line on the south side of this section from the west end to Station 1255+25 or a total of about 72 feet.

Section 6. (unlined) There has been around 20 lbs. of small rock dropped near the east end of this section since the clean-up. Better than half of this is shale from small shale seams near the end end of this section. Nothing recommended for this section.

Section 7. (lined) From about 10 to 15 lbs. of fine rock has dropped from the sides on to the curb. Nothing recommended for this section.

In checking the timbering, no signs of working or overstress appear in any of the lined sections. In regard to the recommendations above, the side lining recommended together with the filling of cedar blocks which should be put in behind it, should amount to an estimated cost of approximately $175.00. While there is no immediate danger on either section, I believe that it probably would be adviseable to do this lagging as if any rock of appreciable size should come down on the roadway it could possibly cause a serious wreck. Visibility in the tunnel is not of the best, due to changing from the bright light of either end to artificial light through the tunnel and it is doubtful if the average driver could see anything but the general outline of the tunnel.

I believe that it would be adviseable to make aperiodic check up of the tunnel going over all the exposed rock at least once every six months barring down all the loose material at this time.

Very truly yours,

A. G. Skelton (signed)

A. G. Skelton

cc E. A. Collier
AGS:AW

FORM 0-A-1 5764 7960 12-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 7, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Eugene Burkett,
Elton, Oregon.

Dear Sir:

Yours of March 17th, relative to labor claim against F. J. Kerman, to Mr. Lynch, has been referred to the Highway Department for reply.

As explained to you, when you were in Salem, we do not see where or how the department is an interested party in your claim. Your claim, if any, lies only between Mr. Kerman and yourself and is predicated upon the facts surrounding the so called promise for future work when the work started again.

We are very sorry that we cannot help you but under the circumstances of the case there is nothing we can do.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

Dictated by

Chas. E. Low

By

H. G. Smith,
Construction Engineer.

CC to
R. H. Baldock
E. A. Collier
G. E. Roberts

NOTED
State Highway Engineer

FORM S-A-1 7510 5M 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
EARL C. WASHBURNE, EUGENE
C. E. SAMBRIDGE, PENDLETON
M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142-D

OREGON STATE HIGHWAY COMMISSION

SALEM

March 21, 1933

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. [illegible]

Dear Sir:

We have asked Mr. F. J. Kernan, who is constructing the Paradise Creek - Mad Bridge surfacing, under contract 1412, for a price agreement to cover the furnishing and installing of 420 lineal feet of 18" corrugated iron pipe and 1176 lineal feet of 9" perforated corrugated iron pipe, and he quotes us $3.10 for the 18" and $2.80 for the 9". In my opinion, these prices are excessive and I am therefore submitting herewith State Force Order covering the purchase and installation of these pipes. As soon as I have received approval of this order I will requisition the material and probably have our Extra Gang, under Eakin, install the pipes and back-fill the trenches.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
cc. C. H. Roberts
cc. H. Walsh.

EAC:AW

FORM S-A-1 7930 5M 8-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. SLAUGHTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1420

OREGON STATE HIGHWAY COMMISSION

SALEM

March 18, 1933

IN REPLY PLEASE REFER TO FILE NO.

The Colorado Fuel & Iron Co.
Pueblo, Colorado.

ATTENTION, H. H. CHRISTY
Chief Engr., Water Dept.

Gentlemen:

I am in receipt of your letter of March 10th, asking for information concerning the Elkton tunnel. The specification of the timber sets is 4 feet center to center. The contract price for the Port Orford cedar timber lining in place was $60.00 per thousand, and for cedar cord wood packing, $17.00 per cord in place. The erection crew of approximately seven men placed 134 sets in eighty days. The cost per lineal foot for timber lining complete was $30.17.

I do not have any data on the cost of removing old timber lining and retimbering. Our plan in the Elk creek tunnel when this timber begins to get soft is to place a concrete lining without taking down the old timber. This concrete lining would fill in between the sets and would be 6" thick at the sets. We estimate a twenty year life for this timber lining.

Mr. Fred Fickert, Assistant Division Engineer of the Southern Pacific Railway Company at Portland, Oregon has had experience in relining railway tunnels and could give you a fair estimate of the cost under railway conditions.

Trusting this information will be of some value to you,

I am,

NOTED

State Highway Engineer

E. A. Cellier
Division Engineer

cc. R.H. Baldock
EAC:AW

FORM S-A-1 6700 7000 12-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. SLAIGHT, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 9, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Mr. Probert has referred your letter concerning the Frank Kernan letter to me for answer.

The time of the emergency contracts has been extended to January 1, 1934, therefore I see no reason to unduly hurry the Kernan contract particularly since the subgrade is in poor condition and many slides have to be removed, normal operation of one plant is all that will be required.

However, great care should be taken to keep the engineering crew commensurate with the contractor's progress, and when he is shut down from high water or bad weather the engineering force except the resident engineer, should be laid off accordingly.

The Government does not participate in the production of maintenance materials or rock for oiling unless it is being produced as a part of the oiling contract; when the oil is laid, however, the Government participates in the cost of the rock.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

NOTED
State Highway Engineer

FORM S-A-1 . 8768 . 7800 . 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 7, 1933

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: S. H. HEBERT

Dear Sir:

Progress on Frank Kerman's contract at Elkton indicates that he will not be able to finish on the specified completion date. The condition of the grade for two miles west of Elkton is such that it may be impossible to place the surfacing on it until May or June. As you will remember, the first course of base was run through this section during the freeze in December and since that time the grade has been too soft to permit even light traffic. The contractor is completing laying the top between Red Bridge and Elkton. He has had, and now has the opportunity of placing another crushing plant at the Bunch bar to make the oil rock from the over-size stock pile now in place. The contractor, on account of the heat, does not like to do this work, and claims he figured on doing the job with one outfit.

It will not be possible to use any of the oil rock in a bituminous macadam before July 1st, and it is probable none will be used this year. Please advise me if we should attempt to force the contractor to crush the oil rock at the Bunch bar immediately.

Has an extension of time after July 1st, been granted by the National Congress. Does the State receive compensation for oil rock placed in stock piles. Someone told me that we did not receive compensation from the government until the oil rock was used in the bituminous macadam.

NOTED
State Highway Engineer

Very truly yours,

E. A. Collier
Division Engr.

cc. R.H. Smith

AC:AW

FORM S-A-1 8796 7500 12-36

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 6, 1936

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

I am attaching hereto a letter from a Mr. Eugene Burkett of Riddle, formerly employed by F. J. Kerman on the Paradise-Red Bridge contract. Burkett handed this letter to Roberts. It seems to me this letter should have been sent direct from Burkett to the Labor Commission. It might, if Frank Kerman were advised, that he could adjust the matter some way. It does not appear to me that the Highway Commission should enter in to this controversey. The question at issue, it would appear to me is "Did some one in authority for Kerman, tell Burkett to say on the job in Kerman's employ?" Kerman's job was shut down the first week in January due to flood in the Umpqua River and practically all of his crew was laid off. If you think it advisable, please hand this claim to Mr. Gra , or such other action may be taken as seems best. If you wish further information I will have it secured for you. I am also attaching a copy of a letter from Glenn E. Roberts.

Very truly yours,

E. A. Collier
Division Engr.

cc. R.H. Baldock
EAC:AW

NOTED
State Highway Engineer

STENCIL NO. 124

1420

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. E- 142-D, F & G

POST OFFICE BUILDING
PORTLAND, OREG.

Feb. 20, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Ore.

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By Lt J. Canfield
Lt J. Canfield
Highway Engineer

Encl.

RECEIVED
FEB 21 1933
STATE HIGHWAY ENGINEER
OREGON

Ar1- 9929

Form P. R. 2

State Oregon

Project No. F-142, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of December, 1932

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto: particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 1st day of May, 19 32, a project statement, which was approved by the Secretary on the 23rd day of May, 19 32, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 26th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

one thousand, two hundred fifty-six and 80/100

dollars ($ 1,256.80) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

We will have a rep go with [illegible]

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1165+00 in E.½, Sec. 21, T.22 S., R.7 W., W.M., and survey station 1269+48 in NW¼ Sec. 14, T.22 S., R.7 W., W.M., (excepting therefrom those portions between survey stations 1192+40 and 1195+30, 1240+58.85 and 1244+05, and 1246+00 and 1260+61.67, respectively)

, length 1.203 miles, in Douglas County, being Section D of Oregon Federal Aid project No. F-142, consisting of 1.203 miles of roadway and no bridges, e[redacted] known locally as the Elk Creek Tunnel section of the Umpqua Highway between official control points Drain and Scottsburg.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that within one year after completion of the improvement contemplated under this agreement, it will place upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon.

We will have a rep. go on with the

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of one thousand, two hundred fifty-six and 80/100 dollars ($ 1,256.80), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of four thousand, one hundred eighty-nine and 35/100 dollars ($ 4,189.35), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

DEC 24 1927

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 113

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 1st day of February, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By ---

Member, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By ---

(Title of officer)

By ---

(Title of officer)

[signature]

Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. S-142-D State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 4,189.35 as the total estimated cost of said project, and the sum of $ 1,256.80 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 6th day of February one thousand nine hundred and Thirty-three

W. W. Marvin
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1933 8—4829

FORM A-A-1 5804 ON 6-32

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

142 D

OREGON STATE HIGHWAY COMMISSION

SALEM

February 15, 1933

IN REPLY PLEASE
REFER TO FILE NO.

[illegible]
State Highway Engineer

Mr. C. B. McCullough

Office

RECEIVED
FEB 16 1933
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Dear Sir:

What is your recommendation with regard to the attached letter?

Very truly yours

R. H. Baldock

State Highway Engineer

RHB:HI

[illegible]
State Highway Engineer

RHB:— I am already taking care of the inspection with Agt Kellow as soon as we have a complete report I will go over it with you
CBM

...SSIONERS
...LIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Feb. 14, 1933

RECEIVED
FEB 15 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

Dear Sir:

When the Elk Creek tunnel was built, Fred Fiekert of the Southern Pacific suggested that we should scale the tunnel for loose rock at the end of one year, and could then determine whether additional lining was required. It has been approximately one year since this tunnel was finished. We have had only a very little fall of rock, except at one location. Where we did not use sidewall lagging, the shale is disintegrating and probably two or three yards have come down on to the curbs.

I have talked with Al Skelton a time or two and it appears advisable to have the bridge maintenance gang now located at Elkton, build a high car to fit on one of our maintenance trucks on which men can stand to bar off the loose rock in the tunnel. We would use a mat of timbers or small logs to prevent damage to the pavement. I do not have an item in my budget to cover this work, unless it would be included under slides.

In addition to scaling the sides and top of the tunnel I think we should place some side lagging at the place where the shale shows signs of disintegrating. It has been suggested by the Gunite people that the unlined portions of the tunnel should be treated with gunite. If we have any suitable equipment, I would like to see this treatment applied to some of the shale in the side walls.

Skelton's crew at Drain will finish up this week and, I believe, he is writing you today. Please advise if you wish us to go ahead with the above outlined program and if so, indicate whether an order should be written up charging this to slides or whether the work should be covered by a bridge department extra gang order.

Very truly yours,
E A Collier
E. A. Collier
Division Engr.

cc. C. B. McCullough
cc. J.N. Bishop

EAC:AW

NATIONAL GUNITE CONTRACTING CO.

CEMENT GUN CONSTRUCTION SPECIALISTS

549 WEST WASHINGTON STREET
CHICAGO, ILL.

TELEPHONE
CENTRAL 3634

OFFICES

BOSTON
NEW YORK
CHICAGO
BUFFALO
DENVER

February 2, 1933

Mr. E.A.Collier,
Division Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

In the January 19th issue of ENGINEERING NEWS RECORD I have just read a very interesting article written by you in regard to a Highway Tunnel constructed on the Pacific Highway, one half of which is timber lined, and the balance left with the rough rock exposed.

We have had considerable experience in tunnels throughout the country wherein we have placed GUNITE in the Cascade Tunnel, Moffit Tunnel, the Winston Tunnel and many others, and I am taking this opportunity of outlining to you some interesting facts which we have gathered.

If the rough rock is left exposed to the air and moisture, no matter how hard the rock may be at the time the excavation is completed, it will check and scale with the resultant continuous maintenance, expense and danger from fall. It has been conclusively proved with an experience in coal mines, dating back some seventeen years, that a thin lining of GUNITE placed directly against the rock without reinforcement, will completely and permanently overcome this expensive and dangerous condition.

There are coal mines in Southern Illinois where the entries extended through rock sh[illegible]re the fall each 24 hours was sufficient to cover [illegible]ow gauge railroad track, while on these very sa[illegible]s [illegible] application of 1/2" of GUNITE has protected this rock against atmospheric conditions to the extent that no scaling has occurred in the past seventeen years. Another notable example of this application is in the Moffat Tunnel where we treated with 3/4" of

To Mr. E.A.Collier:

GUNITE approximately 300,000 square feet of rock surface where continual falls had occurred up until three years ago when the application took place. Since that time there has been absolutely no checking and the rock is in the same condition as when the GUNITE was applied, while the GUNITE application itself is as hard as granite. This can be verified by writing to Mr. Jones, Chief Engineer, Denver and Salt Lake R.R.Company, of Denver, Colorado.

We are enclosing herewith our catalog and on Page 20 you will find pictures not only of the mines which I mention but also a picture of the work which was done at the Moffat Tunnel.

In our opinion it would be well for you to consider an application of GUNITE on the unlined section of this tunnel to avoid future maintenance and danger to traffic, and that when future tunnels are constructed that you consider the use of GUNITE throughout the entire length either as a thin coating or a heavier section.

If we can give you further advice please call upon us.

Yours very truly,
NATIONAL GUNITE CONTRACTING COMPANY

BY.....John D. Bolton.....
John D.Bolton, Vice President.

BOLTON
harding

FEB 7 - 1933

FORM B-A-1 6128 7000 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1412-D
ON
WAY COMMISSION
....., 193.....

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 25, 1933

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
JAN 27 1933
(illegible)
STATE HIGHWAY COMMISSION

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

ATTENTION: J.N. BISHOP

NOTED

Dear Sir:

Attached hereto you will find Extra Gang Maintenance Order for the construction of two temporary bridges on the Umpqua Highway and for construction of plank runways over two slides.

Two State Force Work Orders on contract projects were prepared to cover the work done and these two orders have been returned from Salem accompanied by a letter from H. G. Smith, who states that Mr. Baldock believes that these two orders should be re-submitted as Maintenance Orders. It was my opinion that since both sections of the Umpqua Highway involved were under contract for surfacing and the removal of slides and bringing up of sunken fills that this work could be charged properly to State Force Work on contract projects.

The highway was entirely blocked at these four places and the construction of the bridges and plank runways was an emergency, and it appeared could be handled better by our State Bridge Gang than by the contractor. The contractor on the lower job could not get his shovel down from Elkton until the bridges were built.

Nothing in Kernans contract provided for the construction of bridges and Kernan got a big shovel and removed several thousand yards of slides east of the two bridges.

Very truly yours,

E. A. Collier
Division Engr.

cc. Baldock
cc. A.G. Skelton
cc. H.G. Smith

EAC:AW

Form 30—3165—5M—2-32.

OR. C STATE HIGHWAY DEPARTM.

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
DEC 6 1932
OREGON
STATE HIGHWAY COMMISSION

Date Dec. 4th. 1932, 193...

Job name Paradise Creek - Elkton — *Week from* Nov. 27th. *to* Dec. 3rd.

Mail address Elkton, Oregon. 1420

Highway Umpqua — *Telegraph or telephone address* Elkton, Phone 185

County Douglas — *Job prefix* 19 P V — *Express and freight address* Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Gravel contractors have done very little this week, had trouble with their heist motor burning out three bearings. Completed second course to the end of the section on the east unit to be surfaced and are patching on the west unit where the subgrade was soft.

Party completed semi-final estimate on both units as far as it canbe till the graveling is completed. The total yards of gravel will run about 1000 yards less than the contract amounts.

Resident Employes 9 one eight hour shift

Non-resident employes None

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Rain	Rain
Monday	"	"
Tuesday	Cloudy	Cloudy
Wednesday	Showers	Showers
Thursday	Rain	"
Friday	Showers	"
Saturday	Cloudy	Cloudy

RECEIVED
DEC 6 - 1932
CONSTRUCTION ENGINEER

Signed H. E. Roberts

Title Res. Engr.

FORM

LEC
CAR
E. B
H. E

GRADING CONSTRUCTION

Total miles of grading in project .....02.....

Miles completed .....0.02.....

Miles completed except finishing .....None.....

Total cubic yards in project .....259,000.....

Cubic yards moved to date .....259,000.....

Miles covered by contractor's forces .....0.02.....

Miles cross-sectioned .....0.02.....

Miles cross-sections completed and checked .....0.02.....

Miles to be measured .....None.....

Number men in Engineering Party .....xxxx.....

Contractor's average force for week .....xxxx..... men,

.....xxxxxxx..... teams, ...xxxx..... steam shovels

Grading work will be completed about .....Sept. 15th., 1932.....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....5.92.....

Miles completed .....5.92.....

Miles partially done .....xxxxx.....

Total cubic yards in project .....16,000.....

Cubic yards produced to date .....xxxxx 15,029.....

Average daily yardage produced this week .....xx 53.....

Average daily yardage necessary to complete on time .....97 (Dec 15th.).....

Contractor's average force for week .....9..... men,

.....1..... teams, ...3..... trucks

Project will be completed about .....Dec. 15th. 1932.....

Number of men in Engineering Party .....3.....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locati... dent and other Field Engineers. Separate reports must be su... for each job, and no single report shall cover more than one...

Reports shall be mailed by not later than Sunday nigh... original copy shall be mailed direct to the Salem office, ...e duplicate direct to the Division Engineer. The triplicate c... shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .....10 P V..... Percentage .....20.....
2. .....10 P X..... Percentage .....30.....
3. .....10 P W..... Percentage .....50.....
4. ..... Percentage .....

FORM 3-A-1 3400 6000 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

14249

OREGON STATE HIGHWAY COMMISSION

SALEM

September 26, 1932

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: H. G. Smith

Dear Sir:

In compliance with your request of September 21st, I am enclosing herewith a comparative estimate for gravel surfacing on the Paradise Creek-Red Bridge section, using unit figures submitted in Homer Johnson's bid and using (1) available bars prior to finding the Beckley dry bar and (2) using the Beckley dry bar.

I am also enclosing an analysis showing how I estimated the job when the bids were opened in August.

Very truly yours

E. A. COLLIER
Division Engineer

encls.
cc R. H. Baldock
EAC:VJ

September 26, 1932

COMPARATIVE ESTIMATE

Per Paradise Creek-Red Bridge Gravel Surface
Based on Johnson's Unit Bid of August 31st

	Using Bars as Known Aug. 31st				Using Beckley Bar	
Clearing	3a	@	$200.	$ 600.		$ 600.
Excavation	10,000 cu.yd.	@	.30	$ 3,000.		$ 3,000.
Overhaul	8,000 " "	@	.02	160.		160.
Truck Haul	3,000 yd.mi.	@	.25	750.		750.
12" Culvert	100 lin.ft.	@	1.40	140.		140.
8" Tile	1,000 " "	@	.35	350.		350.
Gravel Backfill	200 cu.yd.	@	1.50	300.		300.
Screened Gravel	20,000 " "	@	1.65	33,000.		33,000.
Filler	3,000 " "	@	.35	1,050.		1,050.
Hauling Filler	4,500 yd.mi.	@	.20	900.		900.
Sprinkling	400 M. Gal.	@	1.75	700.		700.
2" - 1" Crushed Gravel	6,500 cu.yd.	@	.90	5,850.		5,850.
3/4" - 1/2" Crushed Gravel	4,000 " "	@	.90	3,600.		3,600.
1/2" - 1/4" " "	3,700 " "	@	.90	3,330.		3,330.
1/4" - 0 " "	1,300 " "	@	.90	1,170.		1,170.
Hauling Crushed Gravel	30,000 yd.mi.	@	.25	7,500.	10,000 yd.mi.	2,500.
		TOTAL		62,400.		$ 59,900.

Johnson planned to use the Maupin Bar which would have increased the haul on Crushed Gravel to about 80,000 yd. miles and the cost to $74,900.

HAUL ON CRUSHED GRAVEL

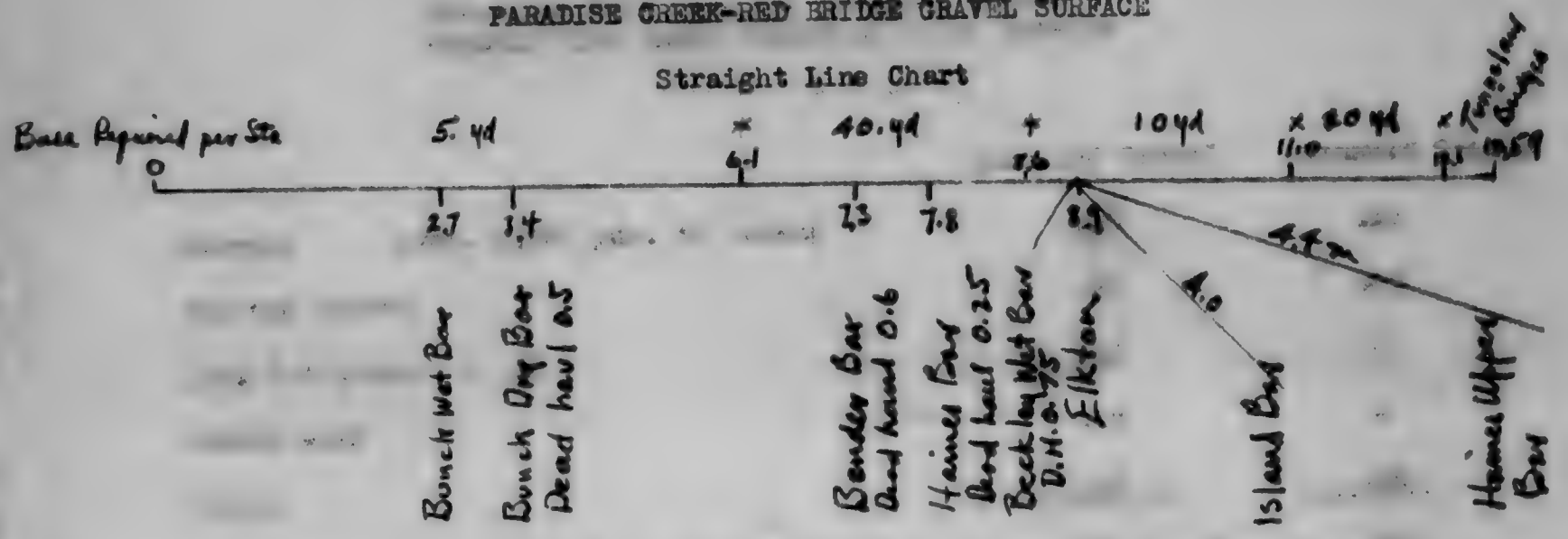
Stock Piles at Mile 2.7 and 8.9

From Bars Known August 31st				From Beckley Dry Bar and Bunch Bars		
Bunch Dry	1500 x 1.2	1800	yd.mi.	1500 x 1.2		1800 yd. mi.
Bunch	6000 x .5	3000	"	6000 x .5		3000
Bender	3000 x 1.9	5700	"			
Haines	700 x 1.4	980	"			
Beckley Wet	1300 x .8	1040	"			
Upper Haines	3000 x 4.4	13200	"			
Beckley Dry		0		8000 x 0.5		4000
		25720	yd. mi.			6800 yd.mi.
Allow for contingencies		4280		Allow for contingencies		1200
Total Haul		30000	yd. mi.	Total		10000 yd.mi.

September 26, 1932

PARADISE CREEK-RED BRIDGE GRAVEL SURFACE

Straight Line Chart



On August 9th expected to secure following quantities of gravel from bars shown above:

	Total		Screened		Crushed	
Bunch Wet Bar (in Spring) or Dry bar	6000	yds.	4500	yds.	1500	yds.
Bunch Stockpile of Oversize	6000	"	-		6000	"
Bender Bar (Cross section measure 10,000)	9000		5000		3000	
Haines Bar	2500		1800		700	
Beckley Wet Bar	4000		2700		1300	
Island Bar or Upper Haines Bar	9000		6000		3000	
			20000	yds.	15500	yds.

August 9, 1932

PARADISE CREEK-RED BRIDGE SECTION

Estimated Unit Cost for Screened Gravel
Planned five Small Screening Plant Set-Ups

		Screened Gravel	Crushed Gravel
Set-ups	Aver. 4,000 yds. to set-up	.15	.15
Dig and Screen		.25	.40
Haul 3.3 miles	@ .10	.35	-
Street work		.17	-
Profit		.10	.10
		1.00¢	.65¢

FORM S-9-1 4004 500 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER

ROSEBURG, OREGON

September 26, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Attention: H. G. Smith

Dear Sir:

In compliance with your request of September 21st, I am enclosing herewith a comparative estimate for gravel surfacing on the Paradise Creek-Red Bridge section, using unit figures submitted in Homer Johnson's bid and using (1) available bars prior to finding the Beckley dry bar and (2) using the Beckley dry bar.

I am also enclosing an analysis showing how I estimated the job when the bids were opened in August.

Very truly yours

E. A. COLLIER
Division Engineer

encls
cc R. H. Baldock
EAC:VR

September 26, 1932

COMPARATIVE ESTIMATE

For Paradise Creek-Red Bridge Gravel Surface
Based on Johnson's Unit Bid of August 31st

	Using Bars as Known Aug. 31st				Using Beckley Bay Bar	
Clearing	3a		@ $200.	$ 600.		$ 600.
Excavation	10,000	cu.yd.	@ .30	$ 3,000.		$ 3,000.
Overhaul	8,000	" "	@ .02	160.		160.
Trunk Haul	3,000	yd.mi.	@ .25	750.		750.
12" Culvert	100	lin.ft.	@ 1.40	140.		140.
8" Tile	1,000	" "	@ .35	350.		350.
Gravel Backfill	200	cu.yd.	@ 1.50	300.		300.
Screened Gravel	20,000	" "	@ 1.65	33,000.		33,000.
Filler	3,000	" "	@ .35	1,050.		1,050.
Hauling Filler	4,500	yd.mi.	@ .20	900.		900.
Sprinkling	400	M. Gal.	@ 1.75	700.		700.
2" - 1" Crushed Gravel	6,500	cu.yd.	@ .90	5,850.		5,850.
3/4" - 1/2" Crushed Gravel	4,000	" "	@ .90	3,600.		3,600.
1/2" - 1/4" " "	3,700	" "	@ .90	3,330.		3,330.
1/4" - 0 " "	1,300	" "	@ .90	1,170.		1,170.
Hauling Crushed Gravel	30,000	yd.mi.	@ .25	7,500.	10,000 yd.mi.	2,500.
			TOTAL	$ 62,400.		$ 59,900.

Johnson planned to use the Maupin Bar which would have increased the haul on Crushed Gravel to about 80,000 yd. miles and the cost to $74,900.

HAUL ON CRUSHED GRAVEL

Stock Piles at Mile 2.7 and 8.9

From Bars Known August 31st

Bunch Dry	- 1500 x 1.2	- 1800	yd.mi.
Bunch	- 6000 x .5	- 3000	"
Bender	- 3000 x 1.9	- 5700	"
Haines	- 700 x 1.4	- 980	"
Beckley Wet	- 1300 x .8	- 1040	"
Upper Haines	- 3000 x 4.4	- 13200	"
Beckley Dry	-	0	
		25720	yd. mi.
Allow for contingencies		4280	
Total Haul		30000	yd. mi.

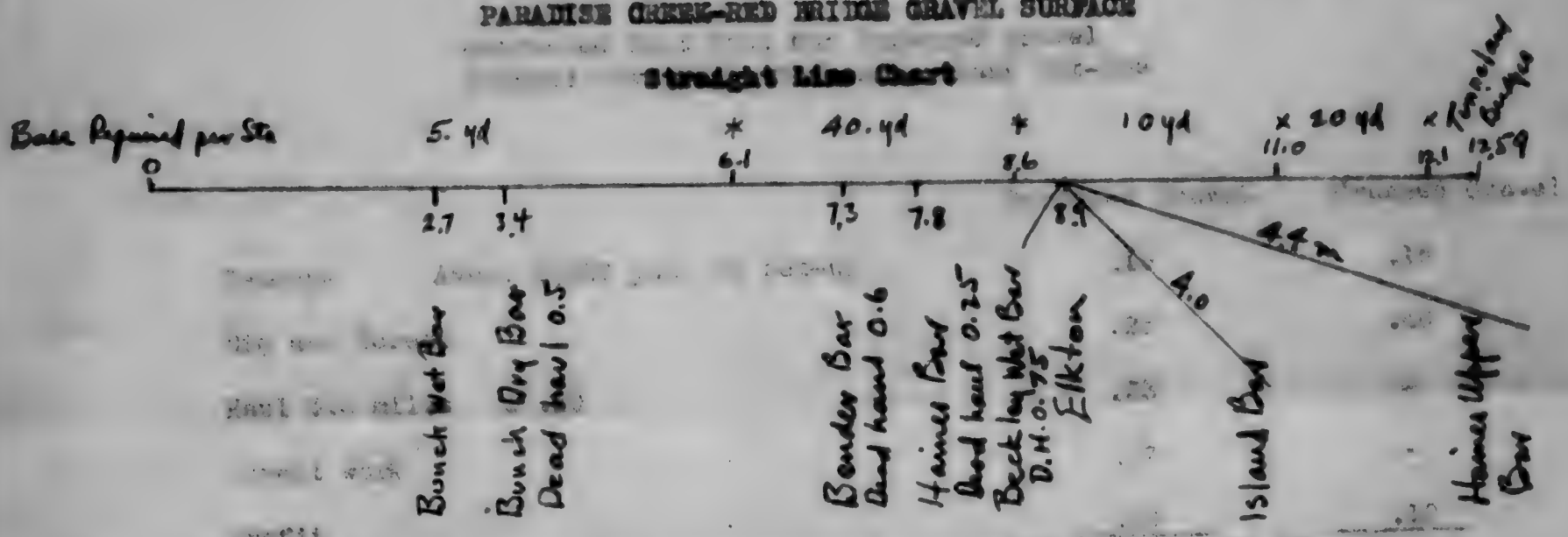
From Beckley Dry Bar and Bunch Bars

1500 x 1.2	-	1800 yd. mi.
6000 x .5	-	3000
8000 x 0.5	-	4000
		8800 yd.mi.
Allow for contingencies		1800
Total		10000 yd.mi.

September 26, 1952

PARADISE CREEK-RED BRIDGE GRAVEL SURFACE

Straight Line Chart



On August 9th expected to secure following quantities of gravel from bars shown above:

	Total		Screened		Crushed	
Bunch Wet Bar (in Spring) or Dry bar	6000	yds.	4500	yds.	1500	yds.
Bunch Stockpile of Oversize	6000	"	-		6000	"
Bender Bar (Cross section measure 10,000)	8000		5000		3000	
Haines Bar	2500		1800		700	
Beckley Wet Bar	4000		2700		1300	
Island Bar or Upper Haines Bar	9000		6000		3000	
			20000	yds.	15500	yds.

August 9, 1932

PARADISE CREEK-RED BRIDGE SECTION

Estimated Unit Cost for Screened Gravel
Planned five Small Screening Plant Set-Ups

		Screened Gravel	Crushed Gravel
Set-ups	Aver. 4,000 yds. to set-up	.15	.15
Dig and Screen		.25	.40
Haul 3.3 miles	@ .10	.33	-
Street work		.17	-
Profit		.10	.10
		1.00¢	.65¢

Haul on Screened Gravel Aug 9 1952

From Bench Dry Bar

3.4m × (250+880)	= 3840 yds	× 2.2 miles haul	= 8500 yd miles
0.6 × "	= 660 / 4500	× 0.8 " "	= 530 " "

From Bender Bar

2.1 × 1130 yd	= 2350 ×	2.9	6900 " "
.85 × (2110+880)	= 2670 / 5000 ×	1.4	3660

From Haines Bar

0.6 × (2990)	= 1800 ×	0.8	1440

Berkley West Bar

0.9 × 2990	= 2700 ×	1.7	4600

Upper Haines or Island Bar

0.15	× 2990	450	× 4.8	2160
0.3	× 1400	420	× 4.6	1930
2.1	× 1400	2940	× 5.5	16200
1.1	× 1930	2120	× 7.1	15000
	Total	19930 yds		60920 yd miles

3.05 miles average haul

Add 1/4 mile account haul split in 1/2 miles .25

3.3 Average haul

R. H. Ballou
A. A. Smith

Please cast your eye over this estimate and if it don't suit, use a blunter pencil but this is the way it looks to me. Chas

Filed

SEP 27 1932
OREGON
STATE HIGHWAY COMMISSION

142 dfg

te for Comparison of Bids Sept 24 1932
Surfacing 12.41 Miles

		erer	@ $200	=		$ 600.
		cuyd	@ (30) .40			~~1000~~ 2000.
		yd	@ .02			160.
		yd mi	@ .15			450.
		lin ft	@ 1.20			120.
		lin ft	@ .30			300.
		cuyd	@ 1.00			200
		o cuyd	@ 1.10	1.25		22000
		o cuyd	@ .50			1500.
		o cuyd mi	@ .20			900.
11	Sprinkling	400 MGals	@ 2.00			800.
12	1½ - ¾" Crushed Gravel	7000 cuyd	@ .90	1.00		6300.
13	¾" - ½" " "	3000 " "	@ .90	1.00		2700.
14	½ - ¼ " "	3000 " "	@ .90	1.00		2700.
15	Hauling Crushed Gravel	20,000 yd mi	.15			3000.
						$ 44,730

Ed Collins

Fill

RECEIVED
SEP 26 1932
OREGON
STATE HIGHWAY COMMISSION

142 dfg

Engineers Estimate For Comparison of Bids Sept 24 1932

Paradise - Red Bridge Surfacing 12.41 Miles

1	Clearing and Grubbing	3 acres	@	$200	=	$ 600.
2	Excavation	10,000 cuyd	@	(.30) .40		~~3000~~ 4000.
3	Overhaul	8000 Cys	@	.02		160.
4	Truck haul	3000 yd mi	@	.15		450.
5	12" Concrete Pipe	100 lin ft.	@	1.20		120.
6	8" Porous Drain Tile	1000 lin ft	@	.30		300.
7	Gravel Backfill for Drains	200 cuyd	@	1.00		200.
8	Screened Gravel Surfacing	20,000 cuyd	@	1.10	1.25	22000
9	Filler	3000 cuyd	@	.50		1500.
10	Hauling Filler	4500 cuyd mi	@	.20		900.
11	Sprinkling	400 MGals	@	2.00		800.
12	1½ - ¾" Crushed Gravel	7000 cuyd	@	.90	1.00	6300.
13	¾" - ½" " "	3000 " "	@	.90	1.00	2700.
14	½ - ¼ " "	3000 " "	@	.90	1.00	2700.
15	Hauling Crushed Gravel	20.000 yd mi		.15		3000.
						$ 44,730

Ed Collins

RECEIVED
SEP 26 1932

Screened Gravel — Sept 24 1932

Mile 0. 2.7 6.1 8.6 8.9 11.0 12.59

Wendtsb Bunch Elkton

1.1 mile + tunnel to Br = 1.57

1 Bunch @ 5yd per Sta 1 @ 40 yd 1 Bunch @ 10 1 @ 20 1

Source: Bunch 5800 yds; Bunchberry 14200

Haul Miles	×	yds	= Total yds	× miles haul	=	yd miles
2.1		530	1100	1.5		1650
1.1		1060	1170	3.5		4090
						160
0.3		530	160	1.0		
2.5		2110	5280	2.5		13200
1.0		250	250	4.0		1000
3.2	top	880	2820	2.5		7050
3.8	"	880	3340	2.5		8340
7.0			14120			
2.7		250	670	1.5		1000
2.4		250	600	1.5		900
2.7		880	2380	1.5		3570
2.4		880	2110	1.5		3160
			5760			
			19880 yds			44120

2.2 Miles Av. Haul for Screened Gravel

Est of Cost Unit

		Screened	Crushed
Strip 5000 yd dirt @ .25 = $1250 ÷ 33,000 =		.04	.04
2 - Set up plant	$4000	.12	.16
Dig + Screen		.30	.50
Haul	2.2 miles @ 12¢	.26	—
Blade + roll		.25	—
Stock pile + shrink			.07
Profit		.13	.13
		$1.10	$.90

PR 142-D

November 5, 1932

Mr. F. J. Kernan
Porter Building
Portland, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County.

Very truly yours,

Secretary

AJ

OR 1422/8

October 31, 1952

Standard Oil Company
Pacific Building
Portland, Oregon

Gentlemen:

Reference is made to your inquiry of October 7, regarding F. J. Kernan's contract.

Contract No. 1412, for the surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County, was awarded on September 23, 1952 to F. J. Kernan.

The amount of the contract is $40,558.00. A surety bond, in like amount, was furnished by the contractor. It was written by U. S. Fidelity & Guaranty Company; Mr. C. O. Price, Porter Building, Portland, is the resident agent for the bonding company.

The project is to be completed on or before May 31, 1953.

Very truly yours,

Secretary

AJ

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
308 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. S. GORDON
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE. Oct. 7, 1932

F. J. Kernan
Surfacing 12.41 miles of Paradise Creek-Red Bridge Section of Umpqua Highway

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We understand that the work in which the above contractor is engaged is being done under contract with Oregon State Highway Commission.

As we are delivering petroleum products to be used in this work we would appreciate your furnishing us with the following information:

Is the above the correct name under which the contract was let? _____
If sub-contractor, under what general contractor is work being done?

_____

Number of contract _____. Description and location of work _____

_____

_____

Amount of contract $_____. Name and address of bondsmen furnishing materialmen's bond _____

_____

Amount of bond $_____.
Time limit to the contractor or estimate of when job will be completed. _____

_____

At what intervals are estimates to be paid the contractor? _____

_____

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA
W. L. MUNCY
District Sales Manager

By W. L. Muncy

142 B

October 28, 1932

Mr. F. J. Kernan
Porter Building
Portland, Oregon.

Dear Sir:

You have never officially advised this department as to the selection of your proposed set-ups on the surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway. However, I have been informed that you contemplate setting up near the bridge at Elkton on a gravel bank that is now leased by Homer Johnson.

Permit me to inform you that I recently made an inspection of this site and find that bunkers and machinery have been installed on this site and that Mr. Hilderburn (Johnson's superintendent) advised that he is setting up the plant for you and that you intend to use a drag line shovel in excavating this material.

Please refer to the paragraph of your contract with reference to the method of performing the work which, you will find, states that where it is feasible the gravel shall be loaded in the pit and transported to the crushers by means of hand or team methods. It would appear perfectly practicable to strip the overburden and remove the gravel to the water line by hand or team methods, and if you contemplate using this pit, we will insist upon such procedure in conformance with the law and purpose of the Act of Congress, making available this money, and the regulations of the Department of Agriculture and Bureau of Public Roads, which regulations were made a part of the contract. It is, of course, not feasible to remove gravel below the water line by hand methods.

I take this opportunity to advise you of this circumstance before you make any definite move towards carrying on this work. The river bars at other sites along the Umpqua that I have seen are, of course, below the water line and the use of other methods, than hand and team, will be permitted.

Very truly yours,

State Highway Engineer

HHB:AJ
cc H. G. Smith

#1264

1420

October 20, 1932

Mr. Collier H. Huffington,
Attorney at Law,
Gold Beach, Oregon.

Dear Sir:

Thank you for your letter of October 18, enclosing affidavit of Ed Miller relating to the indebtedness owed him by Wren & Greenough for materials furnished and used in the construction of the Elk Creek Tunnel Section of the Umpqua Highway, State Highway Contract No. 1264.

Very truly yours,

Secretary

HBG:AJ

October 20, 1932

U. S. Fidelity & Guaranty Company
%. G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

This is to inform you that Ed. Miller has a claim against State Highway Contract No. 1884, which was awarded to Wren & Greenough for the roadbed and tunnel construction on the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County. The bill is in the amount of $250.40 and is for materials furnished.

You appear as surety on the bond of the contractors and we are, therefore, giving you this notice.

Very truly yours,

Secretary

AJ

cc Wren & Greenough
Chamber of Commerce Bldg.
Portland

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

October 18, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Herewith enclosed is the affidavit of Mr. Ed Miller relating to the indebtedness owed him by Wren and Greenough for material furnished and used in the Elk Creek tunnel section of the Unpqua Highway. You will recall that you were kind enough to forward me a certified copy of the contract in advance of my forwarding the affidavit required by statute.

Yours very truly,

Collier H. Buffington

CHB:MMO
Enc. 1.

STATE OF OREGON,)
: SS.
County of Curry.)

I, Ed. Miller, being first duly sworn, on oath depose and say;that Wren & Greenough are indebted to me in the amount of $230.40, with interest at the rate of six per cent per annum from October 1, 1931, for materials furnished by me to them for use in, and which were used in, the construction of the Elk Creek tunnel section of the Umpqua Highway in Douglas County, Oregon, under contract with State Highway Commission of Oregon, dated February 19, 1931; that they are no counter-claims or offsets against the said claim and that the same is wholly unpaid.

That I make this affidavit for the purpose of procurring a certified copy of the said contract from State Highway Commission of Oregon, together with a copy of the bond accompanying the same and securing the performance thereof.

Ed. Miller

Subscribed and sworn to before me this 18th day of October, 1932.

Notary Public for Oregon.
My commission expires: January 1, 1936.

October 15, 1932.

Mr. E. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimates as basis for project agreement covering the Elk Creek Tunnel Section, Emergency Construction Project S-112-B.

Very truly yours,

R. E. MILDOCK,
State Highway Engineer,

By

E. L. Probert,
Office Engineer.

Dict. by E. L. Nash/EM.

Encl.

Oregon State Highway Department

Emerg. Constr. Hwy.
Proj. No. E-142-D.

ELK CREEK TUNNEL SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 13, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:
(Sta. 1183/00 to 1246/00; 1256/18 to Sta. 1268/48)

Final cost on Roadway	$ 97,947.27
Final cost on which Federal Aid was computed	$ 97,618.75
Federal Aid paid on Roadway (F. Y. 1931)	$ 48,[illegible].50
Emergency Advance Funds paid (F. Y. 1931)	$ 44,[illegible].56
Length of Roadway	1.[illegible] miles
Cost per mile	$ 51,419.17
Federal Aid paid per mile	$ 18,[illegible].99
Final cost on 5 Bridges	$ 95,[illegible].45
Cost on which Federal Aid was computed	$ 92,[illegible].35
Federal Aid paid on Bridges (F. Y. 1931)	$ 48,726.61
Emergency Advance Funds paid (F. Y. 1931)	$ 38,[illegible].38
Length	0.166 miles

Part on which no additional work is to be done:
(Sta. 1246/00 to Sta. 1256/18)

Final cost on Roadway	$ 18,807.83
Cost on which Federal Aid was computed	$ 18,744.75
Federal Aid paid (F. Y. 1931)	$ 4,312.54
Emergency Advance Funds paid (F. Y. 1931)	$ 8,561.31
Length of Roadway	.231 miles
Cost per mile	$ 81,419.17
Federal Aid paid per mile	$ 18,[illegible].99

SUMMARY OF COMPLETED WORK

Total cost of all completed Roadway	$116,755.10
" " " Bridges	93,019.45
Total	$209,774.55

Total cost for completing Federal Aid, All completed Roadway..... $ 116,565.50
" " " " " " " " Bridges..... 83,301.50

Total..... $ 200,867.00

Total length, Roadway 1.434 miles
" " 3 Bridges .166 "

Total..... 1.600 "

EMERGENCY WORK - ROADWAY

Harwood Gravel Surfacing:

0.5	miles	Clearing and Grubbing	$ 100.00	$ 50.00
5,000	cu. yds.	Excavation	0.35	1,000.00
2,400	yd. sta.	Overhaul	0.05	120.00
900	yd. mi.	Truck Haul	0.20	180.00
80	lin. ft.	12" Concrete Pipe	1.25	25.00
200	lin. ft.	8" Porous Drain Tile	0.45	90.00
40	cu. yds.	Gravel Backfill	0.90	36.00
2,000	cu. yds.	Screened Gravel Surfacing	1.00	2,000.00
300	cu. yds.	Filler	0.30	90.00
400	yd. mi.	Hauling Filler	0.20	80.00
50	M-Gal.	Sprinkling	1.75	87.50

Sub-total..... $ 3,808.50
10% Engr. & Cont.. 380.85

Total..... $ 4,189.35

Net length 1.203 miles
Cost per mile $ 3,482.41

Regular Federal Aid Requested $ 1,256.80 (30%)
Emergency Constr. Hwy. Funds Requested 2,932.55

$ 4,189.35

Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920.
Funds for Maintenance: Chap. 41, Laws 1927

FORM S-O-1 8303 500 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1.420

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

October 11, 1932

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
OCT 12 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: J. N. Bishop

Dear Sir:

The article, covering the construction of the Elk Creek Tunnel, mentioned in your letter of October 8th was sent by this office to Mr. Baldock on October 8th.

Very truly yours

E. A. COLLIER
Division Engineer

NOTED
State Highway Engineer

BY
C. D. Cannon
Office Engineer

CDC:VR

cc R. H. Baldock

RECEIVED
OCT 13 1932
OFFICE OF
MAINTENANCE ENGINEER

NOTED
J. N. Bishop

F-E-1 F-33479 3000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
[redacted]
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS
H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Oct 8 1932

Dear Sam;

Herewith tunnel writeup for Elk Creek Tunnel. Am also enclosing the report which I had Benedict work up and which can be filed at Salem. You may want to take some pictures out of this report for the writeup. For sketches it would be fine if Skelley would make one showing the vicinity and another showing cross section. Plan of drilling holes might be of interest and is shown in back of the report. Trusting this will be satisfactory

Yours Truly

Ed Collins

NOTED

BRIDGE
RECEIVED
OCT 1 1932
STATE HIGHWAY
C.E.

Form 37—4174—2500—5-32

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

142-41

Date October 9th., 1932, 193...

Job name Paradise Creek- Red Bridge

Week from Oct. 2nd. to 8th.

Mail address Elkton, Oregon.

Highway Umpqua

Telegraph or telephone address Elkton, Oregon.

County Douglas Job prefix 10 P X

Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

F. J. Kernin has not made an effort to do any work on the job.

H. J. Hildeburn is on job building bunkers on the Beckly bar which he claims Homer Johnson has leased from Beckly and he is acting as foreman for Johnson. Began building bunkers on the 6th. Has an average of eight men working on the b bunkers. Beckly says he has leased the bar to Johnson for two years.

Hildeburn says he will go to work for Kernin on the 15th. of this month and will have a shovel on the job soon after that and will remove the slides on the Elkton Hill.

NOTED
H. G. SMITH

RECEIVED
OCT 1 1 1932
CONST. ENGR.

RECEIVED
OCT 1 1 1932
CONST. ENGR.

(See back of this sheet for instructions and detailed information)

Signed G E Roberts

Title Res. Engr.

#141

GRADING CONSTRUCTION

Total miles of grading in project ....XXXX....

Miles completed ....XXXX....

Miles completed except finishing ....XXXX....

Total cubic yards in project ....10,000....

Cubic yards moved to date ....XXXXX....

Miles covered by contractor's forces ....XXX....

Miles cross-sectioned ....XXX....

Miles cross-sections completed and checked ....XXX....

Miles to be measured ....XXXX....

Number men in Engineering Party ....XXXX....

Contractor's average force for week ....XXXX.... men,

....XXX.... teams, ...XXX.... steam shovels

Grading work will be completed about May. 31st. 1933

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....12.41....

Miles completed ....None....

Miles partially done ....None....

Total cubic yards in project ....33,000....

Cubic yards produced to date ....XXXX....

Average daily yardage produced this week ....XXXX....

Average daily yardage necessary to complete on time ....166....

Contractor's average force for week ....XXXX.... men,

....XXXX.... teams, ...XXXX.... trucks

Project will be completed about ....May. 31st., 1933....

Number of men in Engineering Party ....XXXX....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ....10 P X.... Percentage 10
2. .... 10 P V .... Percentage 60
3. .... 10 P W .... Percentage 30
4. .... Percentage ....

#1412
Douglas Co.
PF-1420

October 7, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of October 6th concerning F. J. Kerman, contract.

Please be advised that on September 28th Mr. Kerman was awarded contract No. 1412 which is known as the Paradise Creek-Red Bridge section of the Umpqua Highway in Douglas County. This contract consists of 12.41 miles of surfacing.

The amount of the contract is $40,655.00 and the completion date is May 31, 1933. Bond was written by the United States Fidelity & Guaranty Company for whom C. O. Price, who has offices in the Porter Bldg., Portland, is resident agent.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon
October 6, 1932

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: FRANK J. KERNAN
Portland, Oregon

We understand that a contract has just been let to Mr. Frank J. Kernan, of Portland, Oregon, covering 12.4 miles of screen gravel surfacing and crushed gravel in stock piles of the Paradise Creek-Red Bridge Section of the Umpqua Highway.

If this information is correct we will greatly appreciate your advising us the amount of job, the amount of bond, the job number as specified in bond, the name and address of the bonding Company's agent and the approximate date of completion of contract.

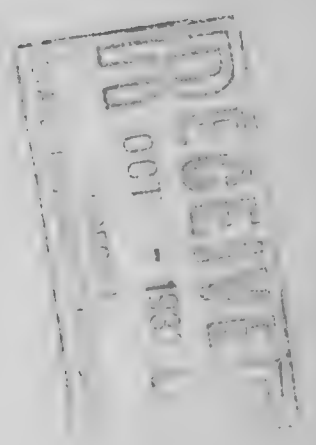
A self-addressed, stamped envelope is enclosed for your convenience in replying and we will greatly appreciate hearing from you regarding this matter by return mail.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

AEP:B

District Manager



September 10, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In reply to your letter of September 8th, in regard to Federal Aid Projects Nos. F-142 D, F and G, this will advise that the error on page 9 of the special provisions was corrected through a letter addressed to prospective bidders on August 26th, a copy of which letter is being enclosed herewith.

In view of the fact that this project is to be readvertised, it is probably now immaterial as to whether the first advertisement did or did not include a statement relative to the minimum wage rate for labor. However, we can say that the advertisement did include such a statement as is evidenced by the copy of the advertisement for the August 31 letting which will be sent to you with a separate letter.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

Encl.

September 10, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In reply to your letter of September 8th, in regard to Federal Aid Projects Nos. S-142 D, F and G, this will advise that the error on page 9 of the special provisions was corrected through a letter addressed to prospective bidders on August 26th, a copy of which letter is being enclosed herewith.

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Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

Paradise Ck. - Elkton

September 8, 1932

RECEIVED
SEP 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are advised that the special provisions for Oregon Emergency Construction Highway Projects Nos. E-142-D, F and G have been examined and found satisfactory except as follows:

On page 9, the item covering initial spreading of surfacing material refers to "salvaged material" instead of gravel surfacing. There does not appear to be any salvaged material on these projects. This item should be corrected before the contract is executed, and if the contract is already signed, supplemental agreements covering this matter should be executed.

This Correction was made in Letter copies to contractor

Please advise if the advertisement for these projects contained the minimum wage rate for labor.

Very truly yours,

W. H. LYNCH
District Engineer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
EARL S. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

September 7, 1932

IN REPLY PLEASE
REFER TO FILE NO.

142-D

PR #

Mr. H. B. Glaisyer

Office

Dear Sir:

I have recommended to the Highway Commission and they have accepted my recommendation that we reject all bids on the Paradise Creek-Red Bridge Section and readvertise next month. Please notify the low bidder to this effect and return his check.

Surfacing

Very truly yours

State Highway Engineer

RHB:HI

cc S. H. Probert
E. A. Collier

Mr. Probert:

Mr. Collier will send in new special provisions.

Probert

H. B. GLAISYER, SECRETARY
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

SEPTEMBER 6, 1932

RECEIVED
SEP 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

With regard to bids submitted August 31st for gravel surfacing on the Paradise-Red Bridge Section, I wish to recommend that the bids be rejected unless Johnson, the low bidder, is willing to reduce his unit bid for hauling crushed gravel from 25¢ to 12¢ per yard mile.

The contractors were not eager for this job because of the uncertainty regarding the source of gravel and because of the day labor conditions, and because there were such a number of other surfacing projects put on by the State and Bureau at the same time. Most of the contractors took only a very short time to look over the job and were not interested in the smaller bars adjacent to the job, but figured they would base their bids on haul from the big bars located quite a distance away from the job. Last Saturday I investigated gravel bars at Elkton again, and I am satisfied that not less than 6,000 yards can be obtained from the Beckly and Haynes Bars and there are several other bars below from which gravel could be obtained. It will, however, be difficult to obtain gravel from these bars after the river comes up, which usually occurs about November 15th. I based my estimate of cost of screened gravel and haul on crushed gravel on the use of at least half the required material from bars in the vicinity of Elkton. Homer Johnson, the low bidder, plans to obtain the gravel from the Maupin Bar. This bar is 7.4 miles from Elkton and the average haul on the screened gravel surfacing would be 10 miles and on the crushed gravel, figuring one stockpile at Bunch's and one at Elkton, would be 5½ miles. This latter haul is shorter because we expect to have 6,000 yards of oversize at the Bunch Bar on which the haul would only be 1/2 mile. The item for hauling crushed gravel, according to Johnson's plan and bid, would be 84,000 yard miles instead of 30,000 yard miles, and this would increase the total amount of the bid by $13,500. Johnson, seeing this possibility, bid 25¢ per yard mile on this item. I had quite a talk with him yesterday, and he will call on you at the Salem office very shortly. Harry Hilderbrand figured this job for Johnson and hopes to be the Superintendent.

Unless you regard it as quite important to get this job under way this winter, I believe we would save money by postponing the job until next Spring. The following factors should help us:

1 - The slides will have occured so that the contractors will see what they

do have to move.

2 - It is quite probable that some gravel will be deposited on the bars, particularly the Bunch Bar, which will be entirely scalped off by McNutt this Fall.

3 - Winter work of this character is worth from 30 to 50 percent more than if done during the summer when haul roads do not need to be rocked, and when there is more daylight for both plant and street operations. Floods in the Umpqua River will interrupt operations on all the bars.

Should it appear advisable to put this job under contract now, I recommend that Johnson be requested to reduce his unit bid for hauling crushed gravel from 25¢ to 12¢. I believe he will do this sooner than drop the job. He will have to build a hauling road to get into the Maupin Bar but has figured the cost of this into the cost of the screened gravel. It would be well to raise the estimated quantity of hauling crushed gravel from 30,000 to 60,000 yard miles and, if possible, to require Johnson to operate on the Beckly Bar and the Haynes Bar, obtaining therefrom such quantities of gravel as are economically available.

I sent in my Engineer's Estimate of Cost before reading over the provisions, relating to work during winter months, and selection of labor etc., and believe that my unit prices should have been higher, taking these into consideration.

Can we legally contract for the removal of the slides which have not yet occurred? I know that we do in our ordinary contracts provide for this item, but the slides are generally a minor percentage of the total excavation, but in this case they constitute practically the whole excavation. At the price Johnson bid, 30¢ for excavation, I believe we could get sub-contractors to handle the work next Spring.

It will be a considerable convenience to traffic to have an oiled surface constructed on this road next summer rather than the following year, but I anticipate a considerable number of large slides and settlements, both this winter and next winter. These will, in all probability, be confined, however, to rather short sections.

Very truly yours

E. A. Collier

E. A. COLLIER
Division Engineer

cc H. G. Smith
EAC:VR

HOMER G. JOHNSON
HIGHWAY CONTRACTOR

HOME ADDRESS
ROSEBURG, OREGON

REPLY TO

Perkins Hotel
Portland, Oregon

September 7, 1932

R. H. Baldock, State Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Confirming our verbal conversation in your office a couple of days ago in regard to meeting your objections to making the award of the Elkton Surfacing job, I hereby agree to submit as a supplement to my bid prices that I will accept twelve cents (12¢) per yard mile for all hauling of maintenance materials on all amounts greater than the number of yard miles bid upon in the proposal and I further agree that our plan of operation when we are on the project will be to crush all material available near Sawyer's Ferry and the boulders now being piled out upon the Bunch Bar for maintenance materials and to endeavor to get at least 7500 yards of maintenance material in the stock piles near the highway within one-half mile of the Bunch Bar. The balance will be taken from the Maupin Bar with the exception of any amount which we might possibly get near the town of Elkton.

Trusting this will clear all obsticles so that the award can be made at once, I remain

Yours very truly
Homer G. Johnson

HGJ:N

Homer G. Johnson

CC - E. A. Collier
Roseburg, Oregon

142B

September 17, 1932

Oregon State Highway Commission

Gentlemen:

I take this opportunity to make a report of the circumstances in connection with the tabulation of bids received on the surfacing of the Paradise Creek-Red Bridge section of the Umpqua Highway.

Homer Johnson was the low bidder at $62,400.00. He was the lowest of ten responsible bidders. The engineer's estimate was $40,695. The difference between the engineer's estimate and the low bid was so great that I would have ordinarily advised that the bid be rejected at that time, but conversations with the contractors pending the reading of the bids and awarding of the contracts indicated that there was strong possibility that the estimate was out of line. Accordingly I recommended to you gentlemen that the award be held pending further investigation by the engineer.

I turned the matter over to H. G. Smith, Construction Engineer, and he advised, after a close careful analysis of the figures that the engineer's estimate was too low and furthermore, there was a possibility of more haul being involved in case the bars shown by E. A. Collier would not have sufficient gravel and it became necessary to use the Maupin bar contemplated by Mr. Johnson.

However, I objected to the high price on haul which had been bid at 25 cents per yard mile. This is probably the highest bid on haul that we have received in the last ten years. The price varies now between ten cents and sixteen cents. After some discussion the contractor offered to reduce the haul from twenty-five cents to sixteen cents and, based upon conditions as they appeared at that time, I considered this to be a satisfactory solution and told him I would recommend it in case it was approved by the Bureau of Public Roads.

Mr. Lynch of the Bureau of Public Roads advises that he would not approve the reduction in price and that we would have to either reject all bids or accept one on the figures submitted at the bid opening. It was, furthermore, his opinion that the bid price was satisfactory. However, I took the view that the price on haul was too much out of line and advised you that we reject all bids, which you agreed to over the 'phone. I asked Mr. Glaisyer to re-

advertise the project, which was done on last Wednesday. On Thursday Mr. Hildebrand, a partner of Homer Johnson, appeared and stated he had found a new pit which might save from $15,000 to $20,000 to the State but which he believed they should have inasmuch as they had bid in open competition and had found the new pit themselves. I have not had an opportunity to review the figures but Mr. Smith estimates the saving at from $10,000 to $15,000. I told Mr. Hildebrand that I did not feel that we were under any obligation to them and that the bid had been rejected, and I called up Mr. Scott and Mr. Washburne to sustain my position.

In my opinion it would be absurd for the State to award this contract to the contractor under the conditions set forth.

I am making this report to you because of the probable remonstrance that the contractor will make by reason of the failure of the Commission to award him the contract.

Very respectfully

State Highway Engineer

RHB:jn

142-D

August 24, 1932

Mr. W. K. Lynch
District Engineer
U. S. Bureau of Public Roads
New Postoffice Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of estimate and five bid proposals covering the surfacing work to be done on the Elk Creek Tunnel Section, emergency construction project No. 142-D. This work covers the entire project with the exception of the section between stations 1246+00 and station 1258+18 on which section concrete pavement is being constructed.

Five blue print copies of sheet No. 2 of the plans, which sheet has been revised to show the typical surfacing sections, are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/GS
Enc.

Oregon State Highway Department — Project No. I-142-B

ELK CREEK TUNNEL SECTION OF THE ROSEBURG-BANDON HIGHWAY IN DOUGLAS COUNTY

(Estimate accompanying specifications for gravel surfacing. Not as basis for project agreement)

Salem, Oregon, August 24, 1932.

STATEMENT OF COMPLETED WORK

Part on which NEW WORK is to be done:
(Sta. 1183+00 to 1246+00; 1258+18 to Sta. 1269+48)

Final cost on Roadway	$ 97,947.27 (A)
Final cost on which Federal Aid was computed	$ 97,618.73
Federal Aid paid on Roadway (F. Y. 1931)	$ 22,458.80
Emergency Advance Funds paid (F. Y. 1931)	$ 44,585.55
Length of Roadway	1.203 miles
Cost per mile	$ 81,419.17
Federal Aid paid per mile	$ 18,668.99
Final cost on 3 Bridges	$ 93,019.45
Cost on which Federal Aid was computed	$ 92,984.35
Federal Aid paid on Bridges (F. Y. 1931)	$ 48,724.41
Emergency Advance Funds paid (F. Y. 1931)	$ 33,062.88
Length	0.166 miles

Part on which NO additional work is to be done:
(Sta. 1246+00 to Sta. 1258+18)

Final cost on Roadway	$ 18,807.83
Cost on which Federal Aid was computed	$ 18,744.75
Federal Aid paid (F. Y. 1931)	$ 4,312.54
Emergency Advance Funds paid (F. Y. 1931)	$ 6,561.31
Length of Roadway	.231 miles
Cost per mile	$ 81,419.17
Federal Aid paid per mile	$ 18,668.99

REMARK RE COMPLETED WORK

Total cost all completed Roadway		$ 116,755.10
" " " " Bridges		93,019.83
	Total	$ 209,774.93
Total cost for computing Federal Aid, All completed Roadway		$ 116,363.58
" " " " " " " Bridges		92,904.35
	Total	$ 209,267.93
Total length, Roadway	1.434 miles	
" " 3 Bridges	.166 "	
Total	1.600 "	

EMERGENCY WORK - ROADWAY

Screened Gravel Surfacing

.5	Acres	Clearing and Grubbing	$200.00	$ 100.00
3,000	cu. yd.	Excavation	0.30	900.00
2,400	yd.sta.	Overhaul	0.04	96.00
900	yd. mi.	Truck Haul	0.15	135.00
20	lin. ft.	12" Concrete Pipe	1.00	20.00
200	lin. ft.	8" Porous Drain Tile	0.40	80.00
40	cu. yd.	Gravel Backfill	1.10	44.00
2,000	cu. yd.	Screened Gravel Surfacing	0.80	1,600.00
300	cu. yd.	Filler	0.30	90.00
400	yd. mi.	Hauling Filler	0.15	60.00
50	M-Gal.	Sprinkling	2.00	100.00
		Sub-total		$ 3,225.00
		10% Engr. & Cont.		322.50
		Total		$ 3,547.50

Net length 1.203 miles
Cost per mile $ 2,948.87

Regular Federal Aid Requested	$ 1,064.25
Emergency Construction Funds Requested	2,483.25
	$ 3,547.50

#1264

OR 1420

August 16, 1932

A. M. Averill, Commissioner
Department of Insurance
B u i l d i n g

Dear Sirt

Attention Mr. J. M. Sehon
Assistant Commissioner

I thank you kindly for your letter of August 17 advising that Mr. A. M. Averill has been appointed ancillary receiver for Oregon for the Southern Surety Company of New York, and that James L. Conley, Portland, is attorney for the Oregon receiver. We are pleased to have this information.

Very truly yours

Secretary
STATE HIGHWAY COMMISSION

HBG:jn

...MISSIONER

J. M. SEHON
ASSISTANT COMMISSIONER

JULIUS L. MEIER
GOVERNOR

DEPUTIES:
LESTER B. DAVIS
FIRE MARSHAL
C. V. JOHNSON
REAL ESTATE

STATE OF OREGON
DEPARTMENT OF INSURANCE
FIRE MARSHAL DEPARTMENT
REAL ESTATE DEPARTMENT
SALEM

August 17, 1932

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION
B u i l d i n g

Dear Sir:

Your letter of August 9 addressed to SOUTHERN SURETY COMPANY OF NEW YORK, c/o Bates, Lively & Pearson, Agents, Yeon Building, Portland, Oregon, with which you enclosed certified copy of notice of claim of Ruth Bensel against the Portland Sand & Gravel Company for services rendered, has been referred to this department inasmuch as the Southern Surety Company is in receivership and A. H. Averill has been appointed ancillary receiver for Oregon.

We are referring the matter to Jas. L. Conley, Failing Building, Portland, Oregon, for attention. Mr. Conley is attorney for the Oregon receiver.

Very truly yours,

A. H. AVERILL
Insurance Commissioner

By J. M. Sehon
Assistant

JMS/ES

ANSWERED
H. B. -3.

August 17, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of August 16th, we are enclosing herewith five copies of excerpt from the minutes of the meetings of the State Highway Commission on December 17th, 1931, and March 3rd, 1932, pertaining to the granting of extensions of time for contracts 1264, Elk Creek Tunnel Section, and 1273, two bridges over Elk Creek.

You will note that the extension of time for the two bridges is to January 1st, 1932, while the date shown on the final estimate is May 10th, 1932. The bridges were completed on January 1st, except a small amount of painting which could not be done during the rainy season. However, if final payment cannot be made until the period from January 1st to May 10th is covered by a time extension, it will be necessary to delay the payment until the next meeting of the Highway Commission at which time action on the extension can be taken.

If this delay is necessary, we would suggest that the voucher be passed as an intermediate payment and the project can be held open for the surfacing work which is contemplated for this winter as an Emergency Relief Project. Our only reason for closing the project at this time is to simplify the preparation of the estimates and vouchers for the Emergency Relief work, which, of course, is a minor consideration.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. _____

POST OFFICE BUILDING
PORTLAND, OREG.

August 16, 1932

RECEIVED
AUG 17 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our check of the final voucher for Oregon F.A.P. No. 142-D shows that the contracts for the grading and tunnel, and for the 2nd and 3rd Crossings of Elk Creek were not completed within the time limit.

Please forward copies of the minutes of the meeting of the Highway Commission granting time extensions. The final voucher is being held in this office pending their receipt.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
Sr. Highway Engineer

Gr. Mach 2 1964 . 3 4.3
May 10 1273

#1264

1420

August 17, 1932

United States Fidelity & Guaranty Company
C. Cunningham, Agent
Porter Building
Portland, Oregon

Dear Sirs:

Inclosed is certified copy of notice of claim filed with the Secretary of State by Alva Lynch against Wren & Greenough in connection with State Highway contract No. 1264 for the construction of a tunnel on the Umpqua Highway in Douglas County. This claim is in the sum of $134.94 and is for materials furnished for the above project.

This information is furnished you since you appear as surety on the bond of the original contractor.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBO
jn
c.c. Wren & Greenough
1023 Chamber of Commerce Bldg.
Portland, Oregon

August 17, 1932

Mr. Hal E. Hoss
Secretary of State
Capitol Building

Dear Sir:

We acknowledge receipt of your letter of August 15 inclosing certified copies of notice of claim filed by Alva Lynch for materials furnished in the sum of $134.94 against the bond taken from Wren & Greenough in connection with the construction of a tunnel on the Umpqua Highway in Douglas County, State Highway Contract No. 1264. Copies of the notice of claim are being forwarded to the contractor and the surety.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

COPY

Hal E. Hoss, Secetary of State; Salem Oregon

Gold Beach - Oregon -August 10 -1952

Notice is here by given that the under sind has a clame egenst Wren & Greenough Contractures of Contract no 1264 in Douglas Co, this is for metearl furnished for tunnel on the Umpqua Highvey in Douglas Co. metearl al folows

4x8 white Ceder laging lode no. 1.-2456 Fbm at $27.co per thousand

4x8 white Ceder lagging lode no 2.-2512 FBM at $27.co per thousand

- - - - - - - - - -

4928 ft totals ----$154.94

Alva. Lynch; Gold Beach. Oregon

By Alva Lynch

Endorsed: File No. 2075
Filed August 15, 1952
HAL E. HOSS,
Secretary of State.

HAL E. Hoss
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

August 15, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Alva Lynch for materials furnished in the sum of $134.94 against the bond taken from Wren & Greenough in connection with the construction of a tunnel on the Umpqua Highway in Douglas County, State Highway contract No. 1264.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

#1264
Douglas Co

1420

August 3, 1932

United States Fidelity & Guaranty Company,
G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1264 for the construction of the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County has been completed by the contractors, Wren & Greenough, and that final settlement will be made by the State with said contractors for work done under said contract on or after August 13th, 1932.

The State has been advised of the following claims against this contract: Chester Rydell amount $525.00 for damages caused by blasting - Alva Lynch for cedar lagging furnished, amount of claim not stated - Twin Oaks Lumber Company amount $72.90 for material furnished.

You are advised that the State assumes no responsibility for the above claims or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished in connection with the contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with the contract will be $114,054.22 including the final payment. Of this amount $509.02 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

July 30, 1932.

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are inclosing herewith four copies of final voucher in the amount of $7,416.32 for the Elk Creek Tunnel Section, Project No. 142-D.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

H. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EK
Incls.

J 390

FORM S-B-1 3607 1000 1-32

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

1420

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

ROSEBURG OREGON

July 21, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Dear Sir:

Earl McNutt has requested permission to close the Umpqua Highway in the vicinity of Paradise Creek, 8 miles west of Elkton, for a 24-hour period. He wishes to put off a considerable shot in rock, and thinks it will be better to make one shot, covering two or three hundred feet of road than to take out a small part at a time. Under any circumstances, the road will be blocked for a short period of time after each shot. He believes that, if permitted to put in the entire series of shots at one time, he will be able to dig a road around within 24 hours. He is willing to provide transportation for the mail carrier and the truckman and would stand the expense of posting notices at Reedsport and Drain and of placing some notices in the papers.

There is a considerable traffic over this road, but I can see where it would be of great benefit to the contractor, and, perhaps to the traveling public, to permit him to get his shooting done all at one time. I wish to recommend that he be granted this permission. It might be well to consult Commissioner Washburne about this matter.

McNutt is making fine progress on the Umpqua and will probably finish by September 1st with the grading.

RECEIVED
JUL 23 1932
OREGON
STATE HIGHWAY COMMISSION

Very truly yours

E. A. COLLIER
Division Engineer

EAC:VR

OR 1424

July 16, 1932

Mr. Alva Lynch,
Gold Beach,
Oregon.

Dear Sir:

Mr. E. A. Collier, Division Engineer at Roseburg, has written us that you have presented a claim at his office against Wren & Greenough for materials furnished in connection with State Highway Contract No. 1264 - roadbed and tunnel construction of the Elk Creek Tunnel on the Umpqua Highway in Douglas County.

All highway contractors are required to furnish to the State a surety bond for the protection of any and all claims that may be incurred against the project. Wren & Greenough furnished a bond in the sum of $52,892.50 in connection with the above described contract. This bond is offered to you for the protection of your claim. It was written by United States Fidelity & Guaranty Company, for which O. Cunningham is resident agent; his address is Porter Building, Portland.

We recommend that you take up the matter of the claim with the representative of the bonding company. If you do not secure a settlement of your bill within a reasonable time it is suggested that you file your notice of claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your further information. There is no filing fee for filing the notice.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

LJ

cc E. A. Collier

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

July 18, 1932

U. S. Fidelity & Guaranty Company,
% G. Cunningham,
Porter Building,
Portland, Oregon.

Gentlemen:

We have been informed that Mr. Alva Lynch of Gold Beach has a claim for materials against Wren & Greenough, to whom the State Highway Commission awarded the contract for the roadbed and tunnel construction of the Elk Creek Tunnel on the Umpqua Highway in Douglas County. We do not know the amount of the bill.

This information is given you as you appear as surety on the bond of Wren & Greenough.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

LJ

cc Wren & Greenough
Chamber of Commerce
Portland, Oregon

4-32 500 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

July 14, 1932

IN REPLY PLEASE REFER TO FILE NO.

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

RECEIVED
JUL 15 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Mr. Alva Lynch of Gold Beach, Oregon has presented a claim to this office for 4998 FBM - 4 x 6 - cedar lagging, used in the Elk Creek Tunnel by Wren & Greenough, Contractors.

Mr. Lunch states that he has billed the contractors and has written several times, but has received no answer, and would like to know what action it will be necessary to take in order to collect for this material.

Very truly yours

E. A. COLLIER
Division Engineer

By C. D. Cannon
C. D. Cannon
Office Engineer

cc Alva Lynch
CDC:VR

#1264
Douglas Co.

OR 1420

July 15, 1952

Twin Oaks Lumber Co.,
Cottage Grove,
Oregon.

Gentlemen:

Receipt is acknowledged of your letter of July 12, in which you inform us that Wren & Greenough owe you $72.90 for materials furnished in connection with the Elkton tunnel job.

This project is officially designated as State Highway Contract No. 1264 - roadbed and tunnel construction of the Elk Creek Tunnel on the Umpqua Highway in Douglas County.

Wren & Greenough furnished to the State a surety bond in the sum of $52,092.50. It was written by U. S. Fidelity & Guaranty Company for which G. Cunninghan is resident agent, with offices in the Porter Building, Portland. This bond is offered to you for the protection of your claim.

If you do not secure a satisfactory settlement from the bonding company, we would suggest that you file your notice of claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1951. A mimeographed copy of said law is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

July 16, 1928

U. S. Fidelity & Guaranty Co.,
G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We have been informed by Twin Oaks Lumber Co., of Cottage Grove, that Wren & Greenough have neglected to pay their bill, in the sum of $72.90, for materials furnished in connection with State Highway Contract No. 1264 - roadbed and tunnel construction (Elk Creek Tunnel) on the Umpqua Highway in Douglas County.

This notice is given you as you appear as surety on the bond of Wren & Greenough.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Wren & Greenough
Chamber of Commerce Bldg.
Portland, Oregon

JOHN J. ROGERS, President — L. C. SCHARPF, Secretary

Twin Oaks Lumber Co.

BUILDING MATERIAL STORES

107 North Lane Street • Phone 100

Cottage Grove, Oregon

Lumber
Shingles
Veneers
Roofing

Explosives
Wallboards
Paints and Oils
Miners' Supplies

July - 12 - 1932

State Highway Commission

Salem Oregon

Gentlemen:

On January , February , & March of this year we furnished Wren & Greenough materials amounting to $ 72.90 on the Elkton tunnell job. I have sent them statements and letters of request for payment , and as yet have heard nothing from them.

Will you please see that this is taken care of and the acct. paid . Send me the address of their Bond Co.and I will write them in regards to the acct .

Thanking you for the same;

Twin Oaks Lumber Co.

Cottage Grove Oregon

V. J. Randall Mgr.

RECEIVED
JUL 14 1932
OREGON
STATE HIGHWAY COMMISSION

OR 1422

OLD NATIONAL INSURANCE AGENCY

RECEIVED
MAY 3 - 1932

May 3, 1932

Old National Insurance Agency
Old National Bank Building
Spokane, Washington

Gentlemen:

Attention Mr. Will A. Kommers,
Manager

Reply is made to your letter of May 2 concerning the contract awarded by the State Highway Commission to Wren & Greenough for the construction of the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County.

Our records show that we have paid to Wren & Greenough todate the sum of $107,975.24. Our retain percentage is $3,339.44. The records show the project was completed on March 2, 1932, and that a semi-final payment has been made. Final payment will be made as soon as a check of the field notes, which are now in this office, has been completed. This should be accomplished within the next two or three weeks.

I am unable to state the exact amount of the contract at the present time.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBO:jn

#1264
Douglas Co

WILL A. KOMMERS,
MANAGER

OLD NATIONAL INSURANCE AGENCY

INCORPORATED

OLD NATIONAL BANK BUILDING

Spokane, Washington

May 2, 1932

RECEIVED
MAY 3 - 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We note from your letter under date of March 21 that it was the intention of the State Highway Commission to make semi-final payment to Wren & Greenough on or after March 30, on contract No. 1264 for the construction of the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County.

We are wondering if final payment has also been made at this time, and if so, would appreciate your advising us, as agents of the United States Fidelity & Guaranty Company, the final contract price.

Yours very truly,

WAK:M

Manager

ANSWERED
H. B. G.

Pd to date - $107,975.24
Retained - $3,339.44
Semi-final was $4,710.56 and has been paid.
Work 99% Complete on May 2nd
Quantity Summary sheet shows $500.00 to Complete.
Final is in but is being held for Stone acct. bills
Shows that Contract was Completed March 2nd

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

PR 142-D

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
O f f i c e.

Dear Sir:

The work to be done under Wren and Greenough's contract, No. 1264, for grading the Elk Creek Tunnel section of the Umpqua Highway was completed on March 2, 1932.

Acceptance of this project by the State Highway Commission as of its date of completion is hereby recommended.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

Dict. by D. G. Desart/EK

RR 1425

OLD NATIONAL INSURANCE AGENCY

June 6, 1952

Old National Insurance Agency
Old National Bank Building
Spokane, Washington

Attention: Guy E. Frankenfield
Ass't Manager

Gentlemen:

In reply to your letter of June 2nd, we wish to advise that the status of the Wren & Greenough contract for the construction of the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County is the same as when we advised you on May 5rd. The final payment on this contract has not been completed for the reason that the contractors have not submitted certain information which is required in preparing the final estimate.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

JM:RWB

#1264

WILL A. KOMMERS,
MANAGER

OLD NATIONAL INSURANCE AGENCY

INCORPORATED

OLD NATIONAL BANK BUILDING

Spokane, Washington

June 2, 1932

RECEIVED
JUN 3 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Bond 68792 - Wren & Greenough

In your letter of May 3 you advised that final settlement of the contract with Wren & Greenough for the construction of the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County might be had within two or three weeks.

We should appreciate your advising us if accounts are now clear, and if so, the amount of the final contract price.

Yours very truly,

Guy E. Frankenfield
Asst Manager

WAK:M
Enc.

OLD NATIONAL SYSTEM

#1273
Douglas Co
PR 1420

June 1, 1932

Commercial Casualty Insurance Company
James H. Nicholson, Agent
First National Bank Building
Salem, Oregon

Gentlemen:

You are hereby notified that the State Highway Contract numbered 1273 for the construction of two bridges over Elk Creek on the Umpqua Highway in Douglas County has been completed by the contractor, F. L. Odom and P.L. Frazier of Salem, Oregon and that final settlement will be made by the State Highway Commission for work done under said contract on or after June 11, 1932.

The State is not advised of any unpaid claims for labor or material or of the existence of any claims, debts, dues or demands incurred in the performance of said work and unsatisfied, and you are advised that the State assumes no responsibility for any such claims, should there be any.

Kindly acknowledge the receipt of this letter.

For your information we advise that the total amount paid the contractor in connection with this contract is $67,314.22, including the final payment. Of this amount $155.87 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

JMcF:jn

QR142D

May 9, 1952

Long-Bugune, Inc.,
Eugene,
Oregon.

Attention of Credit Department

Gentlemen:

This is in reply to your inquiry of May 7, regarding the Wren & Greenough contract for the construction of the tunnel on the highway between Drain and Elkton.

State Highway Contract No. 1284, which was awarded to Wren & Greenough, is for the construction of the roadbed and tunnel on the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County.

The United States Fidelity & Guaranty Company furnished the surety bond in this instance. The resident agent is Mr. G. Cunningham, whose address is Porter Building, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Lang-Eugene, Inc.

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

EUGENE, OREGON

May 7, 1932

RECEIVED
MAY 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen:

Will you please advise us who is the bonding company for Wren & Greenough, who completed a tunnel on the highway between Drain and Elkton?

Yours very truly,

Lang-Eugene, Inc.

Credit Mgr.

H/S

FORM S-A-1 S-19476 4000 12-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Elkton

April 14th., 1932

RECEIVED
APR 15 1932
OREGON
IN REPLY PLEASE REFER TO FILE NO. HIGHWAY COMMISSION

File 142 D

Mr. S. H. Probert,
Office Engineer,
Oregon State Highway Dep't.,
Salem, Oregon.

Dear Sir:-

Attached are the notes on the " Timber Tunnel Lining on Hand". We have separated these into the the amounts at the various prices shown in the price agreement and as they should appear on the semi-final estimate.

Very truly yours

G. E. Roberts

G. E. Roberts

cc Mr. E. A. Collier
Division Engineer
Roseburg, Oregon.

File 142 D

April 12, 1932.

Mr. G. E. Roberts,
Elkton, Oregon.

Dear Sir:

Your final estimate on the contract for grading the Elk Creek Tunnel Section carries the item "Tunnel Lining on Hand" with a total of 2.859 M-FBM; whereas the price agreement covering this item refers to it as "Furnishing 12" x 14" Feet Orford Cedar Lumber" 2.546 M-FBM at $58.00, "Furnishing 8" x 14" Feet Orford Cedar Lumber" 0.299 M-FBM at $67.00, and "Furnishing 4" x 6" Feet Orford Cedar Lumber" 0.014 M-FBM at $58.00.

Please furnish this office with notes or other data for our files substantiating these items as they should appear on the final estimate.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by D. G. Desart/EK

cc R. A. Collier,
Division Engineer,
Oregon State Highway Commission,
Roseburg, Oregon.

PR 1420

April 9, 1952

Wren & Greenough,
Chamber of Commerce, Bldg.,
Portland, Oregon.

Gentlemen:

Your request for an extension of time on contract No. 1264, roadbed and tunnel construction, was considered at the meeting of the State Highway Commission on February 5, and the following action was taken:

"Wren & Greenough, contract No. 1264, roadbed and tunnel construction, Elk Creek Tunnel Section of the Umpqua Highway in Douglas County, requested an extension of time to March 1, 1952. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission."

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Form 39—1248—2M—10-31

PR 142 D

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 19th. 1932, 193

Job name Elk Creek Tunnel — *Week from* March 13th. *to* 19th.

Mail address Elkton, Oregon.

Highway Umpqua — *Telegraph or telephone address* Elkton, Oregon.

County Douglas — *Job prefix* 10 P T — *Express and freight address* Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Complete final estimate on tunnel job and give it to Mr. E. A. Collier Friday. Men Wren left to clean up did not work much this week due to bad weather.

RECEIVED
MAR 21 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed H. E. Robert

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.60

Miles completed 1.60

Miles completed except finishing 0.00

Total cubic yards in project 63,038

Cubic yards moved to date 63,038

Miles covered by contractor's forces 1.60

Miles cross-sectioned 1.45

Miles cross-sections completed and checked 1.45

Miles to be measured xxxxx

Number men in Engineering Party 3

Contractor's average force for week 3 *men,*

xxxxxx *teams,* xxxxx *steam shovels*

Project was
Grading ~~xxxxxx~~ *completed about* March 2nd. 1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

RECEIVED
MAR 1 1932

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 P T *Percentage* 100
2. 10 P V *Percentage* 00
3. ..... *Percentage* .....
4. ..... *Percentage* .....

NOTED

PR 1020

TUNNEL PROJECT NOW NEARING COMPLETION

1/20/32

Salem, Or.—(UP)—Despite several mishaps in less than a week the Drain-Reedsport tunnel is expected to be completed within a month.

A cave-in of 20 feet of false timber ten miles west of Drain occurred last Thursday. A rock crashed into a pile of frail timber while workmen were replacing with permanent pieces. No one was injured.

A day later, a truck ran amuck, charging into a number of laborers Several men were cut and bruised, but not hurt seriously. Other men were hurt in individual accidents during construction of the tunnel, which is to be largest in the state.

Approximately 50 feet of the tunnel remains to be finished, state highway officials said yesterday. Work was slowed up on the Drain side because of poor quality of rock.

DAILY JOURNAL OF COMMERCE
January 20, 1932.

#136 F
Douglas Co

PR 1420

December 24, 1931

Wren & Greenough,
1025 Chamber of Commerce Bldg.,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 1284 for the construction of the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County expired on November 15, 1931.

Kindly make application for further extension of time on this contract. Your application should be for a period of time which will cover all the work on the contract. The application must be accompanied by the written consent of your surety on the bond.

Very truly yours,
STATE HIGHWAY COMMISSION,
By
Secretary.

Dict. by J. McFarland.

#1264

Douglas Co

PR 1420

December 23, 1931

U. S. Fidelity & Guaranty Company,
G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have been notified by Chester Rydell of Drain, Oregon, that he has a claim in the sum of $525.00 against Wren & Greenough, arising out of the contract awarded by the State Highway Commission to Wren & Greenough for the construction of a tunnel on the Umpqua Highway in Douglas County, State Highway Contract No. 1254.

Mr. Rydell states that the contractors appropriated some of his fencing to repair a part of the damage that they did to his fences along the lower side of the right of way. He also states that they damaged his prune dryer by the use of blasting powder, and that his total claim amounts to $525.00.

This information is given you as you appear as surety on the bond furnished by Wren & Greenough in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

cc Wren & Greenough,
Chamber of Commerce Bldg.
Portland, Ore.

December 23, 1931

Mr. Chester Rydell,
Drain,
Oregon.

Dear Sir:

This acknowledges receipt of your letter of the 21st inst., in which you advise us of your claim against Wren & Greenough for damage sustained by you on account of the work being done by them in connection with their contract with the State Highway Commission for roadbed and tunnel construction in connection with the Elk Creek tunnel on the Umpqua Highway in Douglas County, State Highway Contract No. 1284.

For the protection of your claim, we offer you the bond of Wren & Greenough which was furnished to the State in connection with the above described contract. This bond was written by United States Fidelity & Guaranty Company for which G. Cunningham is local agent with offices in the Porter Building, Portland.

It is suggested that you file notice of your claim with the bonding company and also with the Secretary of State, as provided by Chapter 280 of the laws of Oregon for 1931, a mimeographed copy of which we enclose. If you secure no satisfaction from the bonding company, you still have recourse to action in the courts. Other than this, the State Highway Commission can do nothing.

The bond, mentioned above, is furnished for the protection of all claims, and just dues, debts and demands incurred against the project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Chester Rydell
Drain Ore Dec 21-31

State Highway Commission
Salem Ore
Attention Mr E. A. Callier: -

RECEIVED
DEC 28 1931
OREGON
STATE HIGHWAY COMMISSION

Gentlemen: -

I was down to Elkton to see Mr Roberts about a claim that I have against the contractors Wunn & Greenough on the tunnel section of Umpqua Highway and he advised me to write to you

They appropriated some of my fencing to repair part of the damage that they did to my fence along brow side of right of way

They also damaged my prune dryer by the use of blasting powder my total claim is #525.00

Can this be collected through the State Highway Comission as I have been unable to get any settlement out of them.

Yours truly
Chester Rydell.

#1264
Standard Co

PR 142D

December 10, 1951

Mr. Carl E. Nimberly,
Attorney at Law,
First State & Savings Bank Bldg.,
Roseburg, Oregon.

Dear Sir:

We are pleased to give you the following information, in response to your inquiry of the ninth instant:

The contract to which you have reference is State Highway Contract #1264, which was awarded by the State Highway Commission to Wren & Greenough on February 19, 1951, for the construction of 1.60 miles of highway roadbed and 1000 feet of tunnel on the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County.

United States Fidelity & Guaranty Company, for whom G. Cunningham is Resident Agent, with offices in the Porter Building, Portland, furnished the surety bond in connection with the above described project.

Wren and Greenough is a partnership, consisting of Ed. Wren and J. E. Greenough, both of Portland, Oregon. Their business address is Chamber of Commerce Building.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

1264

LAW OFFICES OF
CARL E. WIMBERLY
FIRST STATE AND SAVINGS
BANK BUILDING
ROSEBURG, OREGON

December 9, 1931

Hon. Roy A. Klien
Secretary Oregon State
Highway Commission
Salem, Oregon

Dear Sir:

Wren and Greenough, contractors on the tunnel section of the Umpqua Highway West of Drain, appropriated some fence belonging to my client, Chester Rydell, and used the same in fencing the right-of-way of the highway, and they also damaged his prune drier by the use of blasting powder in the construction of a portion of the road. Mr. Rydell's total claim is $525.00.

Will you please give me the name of the surety on their bond and also advise me whether or not Wren and Greenough operate as a partnership or as a corporation?

I will be very grateful to you if I may have an early reply.

Yours very truly,

Carl E. Wimberly

CEW:GR

#1364
Douglas Co

PTT 1420

November 9, 1931

Panther Oil & Grease Mfg. Company,
Fort Worth, Texas.

Gentlemen:

In response to your inquiry of November 4th we wish to advise that the Wren & Greenough Contract No. 1364 - Elk Creek Tunnel Section in Douglas County, was approximately 80% complete on October 15th, 1931. It expected that this contract will be completed on November 15th.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict, by J. McFarland.

PANTHER OIL & GREASE MFG. CO.

TEXAS' LARGEST EXCLUSIVE MANUFACTURERS OF

LUBRICATING OILS AND GREASES

FORT WORTH, TEXAS

November 4th, 1931.

RECEIVED
NOV 9 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

RE: Wren & Greenough, Contractors,
Project #1264, Lane County, Oregon.

Gentlemen:

Please inform us on the bottom of this letter, if you prefer, the approximate date on which work will be completed on the above designated project, so that we may govern our collection follow-up and avoid the necessity of filing a claim with your Department, if possible.

The enclosed envelope is for your convenience and your early response, giving this information will be appreciated very highly.

Your PANTHER Friends,

JAE:WD
Encls.

Credit Mgr.

PANTHER --- THE GREASE IN THE SILVER DRUM

#1272
Douglas Co
PR 142 D.

September 14, 1951

Aetna Casualty & Surety Company,
Bates, Livsey & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1272 for the construction of a bridge over Elk Creek on the Umpqua Highway in Douglas County has been completed by the contractor, C. A. Catching, and that final settlement will be made by the State with said contractor for work done under said contract on or after September 24th, 1951.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $22,848.16 including the final payment. Of this amount $65.45 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

A47- 9929

Form P. R. 2

EMERGENCY State ....Oregon.....

FEDERAL AID Project No. ..142, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of April, 1931

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of May, 1931, a project statement, which was approved by the Secretary on the 23rd day of May, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 10th day of February 1931, and approved by the Secretary on the 6th day of June, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-five thousand, four hundred ninety-five and 25/100

dollars ($ 75,495.25) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $136,771.00, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds" shall be met from Chap. 175, Laws of 1919, and Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 1183+00 in the N.E.¼ of Sec. 21, T. 22 S., R. 7 W., W. M. and survey station 1269+43.0 in the N.W.¼ of Sec. 14, T. 22 S., R. 7 W., W. M., at the west end of Section B of said project

_____ terminal points, a distance of 1.600 miles, known locally as the Elk Creek Tunnel Section of the Umpqua Highway between Drain and Scottsburg, Douglas County, being Oregon Emergency Federal Aid Project No. 142, Section D, consisting of 1.434 miles of roadway and 3 bridges of more than 20 ft. clear span 0.166 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $116,363.50, Federal Aid $26,771.34; three bridges, approved estimate $92,904.35, Federal Aid $48,724.61.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of seventy-five thousand, four hundred ninety-five and 95/100 dollars ($ 75,495.95), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred nine thousand, two hundred sixty-seven and 85/100 dollars ($ 209,267.85), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____

(Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

_____

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ----------,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ----------
(Include reference to statute authorizing
----
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
----

*(*b*) By the ----------,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ----------
(Include reference to statute authorizing
----
funds and probable amount annually available)
----

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ----------
----
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 6th day of June, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Bowerman
Chairman, State Highway Commission
(Title of officer)

By W H Lynch
Member, State Highway Commission
(Title of officer)

[SEAL]

By ----------
Member, State Highway Commission
(Title of officer)

By ----------

(Title of officer)

By ----------

(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

5513

STRICKEN OUT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1183+00 in the N.E.¼ of Sec. 8, T. 22 S., R. 7 W., W. M. and survey station 1269+48.0 in the N.W.¼ of Sec. 14, T. 22 S., R. 7 W., W. M., at the west end of Section B of said project locally known as the Elk Creek Tunnel Section of the Umpqua Highway between Drain and Scottsburg, Douglas County and designated in the records of this Department as Emergency Federal Aid Project No. 142 / Section D, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 209,867.85 as the total estimated cost of Section D of said project, and the sum of $ 73,495.95 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed the authorized Federal pro rata share / per cent of said total estimated cost.

Done at the city of Washington, this 6th day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Evans
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4839

A-S-1 F-20048 500 1-51

COMMISSIONERS
I. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

NOTED
State Highway Engineer

April 18, 1951

Wrem and Greenough
1027 Chamber of Commerce Bldg.
Portland, Oregon

File 10 PT

Gentlemen:

With Mr. Davis, of the Bureau of Public Roads, I visited your Elk Creek Tunnel job on April 16 and was somewhat disappointed with the progress being made. At your early convenience I will appreciate having you send us your proposed schedule showing date when you expect to finish pioneer tunnel, and plans for taking out the remainder of excavation.

While we did not see either yourselves or Mr. Packard on the job, we understood that two shifts were working in each heading, and from personal inspection found the working conditions poor on account of no ventilation. We are determined that in so far as it is humanly possible, the projects financed with federal emergency money shall be completed on time and, therefore, request that you immediately arrange for three shifts in each heading, and install a ventilation system to remove dust and powder gas.

I noticed that you had air piped across No. 8 Crossing and expect you will be able to start this grading next week. This part of the job should also be pushed in order that the bridge contractor will not be delayed, either in making excavation for footings, or a little later in bringing in materials for the forms and concrete. The early completion of the bridges will, of course, assist you in completing your grading.

You were one of the few contractors in this division last year who finished their work ahead of schedule, and we are relying on you to repeat your good record. Is there anything we can do to assist your progress?

In this connection, I wish to state that your superintendent, Mr. Packard, has held two contracts in this division and on each of them failed to complete the job until months and months after the scheduled date of completion; and in each case the bondsmen were called on to finance the end of the job. Aside from this we

have nothing against Mr. Packard and our personal relations have been quite pleasant with him, and we trust that his record on the present job will be a great improvement over our past experience.

Please let us hear from you, as we wish to keep in close touch with these jobs.

Very truly yours

E. A. Collier
Division Engineer

EAC:EF
cc E.A.Klein
cc E.H.Baldock

1760—1500—9-30.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 15th. 1931, *193*

Job name Elk Creek Tunnel Section — *Week from* April 5th. *to* 11th.

Mail address Elkton, Oregon.

Highway Umpqua — *Telegraph or telephone address* Elkton, Oregon.

County Douglas — *Job prefix* 10 T D — *Express and freight address* Drain, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Progress on the pioneer tunnel has benn very slow this week. Had some trouble shooting their holes, could only pull a couple of feet at a round. Seem to have eliminated this at the east end.

Made fair progress on the clearing. Have temporary bridge at the east portal completed.

West heading at station 1247+30 and the east heading at station 1255+97

Hauling concrete pipe on the job.

88 % behind schedule on tunnel excavation based on No. cu. yds. moved

100 % " " " road bed " between stations 1200 and 1240

NOTED
E. A. CONNER

(See back of this sheet for instructions and detailed information.)

Signed G E Roberts.

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.60

Miles completed 0.00

Miles completed except finishing 0.00

Total cubic yards in project 61,700

Cubic yards moved to date 550

Miles covered by contractor's forces 140

Miles cross-sectioned 0.25

Miles cross-sections completed and checked 0.00

Miles to be remeasured XXXX

Number men in Engineering Party 4

Contractor's average force for week 35 men,

XXXXX teams, X XXXX steam shovels

Grading work will be completed about Nov. 15th. 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 10 P T Percentage 11
2. 10 T D Percentage 52
3. 10 P P Percentage 18
4. 10 P M-2 Percentage 19

FORM S-A-1 S-19476 4000 12-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. K. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR 142 D.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
~~Elkton~~
Elkton

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE NO.

April 17th. 1931.

Mr. E. A. Collier
Division Engineer
Oregon State Highway Dep't.,
Salem, Oregon.

RECEIVED
APR 18 1931
OFFICE OF
DIVISION ENGINEER

Dear Sir:-

There was a total of 44 men on the tunnel job today, of this number 14 are local and 30 are transient. This includes all men on the job except timekeeper, cook etc. Of the men Wren and Greenough are hiring themselves 14 are local and 14 are transient. They have one local truck and one local team. The truck is hauling rock from the east end of the tunnel. Very few of the men are foreigners but are of foreign descent.

They are paying common labor 40¢ an hour, two carpenters 62½¢ per hr. and do not know what they are paying theeir foremen. Understand one man has taken the over the sub for the tunnel (center heading) and is paying themmen in the tunnel 50¢ per hr.

They are charging $1.50 a day board, $0.15 a day for a bunk and 3¢ aday insurence plus $1.50 perr month hospital dues. I found no kick among the men about the food either as to quantity or quality. One man said his tent leaked. It has been very muddy about the camp. but think things are about on an average with other road camps I have seen.

The men are dissatified due to the cheap wages and high cost of board and hospital dues.

Very truly yours
J. E. Roberts,
Res. Engr.

NOTED
E. A. C.

PR 142D

March 27, 1928.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement, covering the Elk Creek-Tunnel Hill, Project No. 142-D.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. H. Peberdy,
Office Engineer.

Dict. by J. W. Rusk/EE.

encl.

Oregon State Highway Department — Project No. 148-D

[illegible] CREEK TUNNEL SECTION

OF THE [illegible] HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, March 25, 1[illegible]

Roadway

All Required	Clearing and Grubbing			$2,000.00
17,000 cu. yds.	Common Excavation		0.40	6,800.00
20,000 cu. yds.	Solid Rock Excavation		0.80	16,000.00
18,700 cu. yds.	Tunnel Excavation		3.10	57,970.00
95,000 yd. mhs.	Overhaul		0.02	1,900.00
5,000 yd. mls.	Truck Haul		0.25	1,250.00
140 M-FBM	Timber Tunnel Lining		60.00	8,400.00
100 Cords	Cord Wood Packing		17.00	1,700.00
100 cu. yds.	Class "C" Concrete		8.00	800.00
200 cu. yds.	Rock or Gravel Backfill		2.00	400.00
1,200 lin. ft.	8" Perforn Drain Tile		0.50	600.00
650 lin. ft.	12" Concrete Pipe		1.55	1,000.00
200 lin. ft.	18" Concrete Pipe		3.50	700.00
100 lin. ft.	24" Concrete Pipe		5.10	510.00
		Sub-total (Roadway)		$106,780.00
		10% Engr. & Cont.		10,678.00
		Total		$116,458.00

[illegible] CROSSING BRIDGE, STA. 1198/40 - STA. 1198/80

240 cu. yds.	Excavation	$ 6.00	$1,440.00
800 cu. yds.	Class "A" Concrete	23.00	18,400.00
210 cu. yds.	Class "D" Concrete	22.00	4,620.00
140,000 lbs.	Metal Reinforcement	.0425	5,950.00
800 lin. ft.	Concrete Handrail	4.25	3,400.00
			$37,807.00

[illegible] CROSSING BRIDGE, STA. 1240/[illegible] - STA. 1244/[illegible]

85 cu. yds.	Excavation	$ 6.00	$ 510.00
160 cu. yds.	Class "B" Concrete	25.00	5,500.00
260 cu. yds.	Class "A" Concrete	23.00	5,800.00
200 cu. yds.	Class "D" Concrete	25.00	5,000.00
108,000 lbs.	Metal Reinforcement	.0425	4,560.00
170,000 lbs.	Structural Steel	.065	11,570.00
660 lin. ft.	Concrete Handrail	4.25	2,805.00
			$35,681.00

NORTH CROSSING BRIDGE, STA. 1888+10 TO STA. 1900+86.67

800	cu. yds.	Excavation	$ 5.00	$ 000.00
15	cu. yds.	Excavation below plane	5.00	75.00
90	cu. yds.	Class "B" Concrete	10.00	1,000.00
510	cu. yds.	Class "A" Concrete	10.00	5,000.00
510	cu. yds.	Class "D" Concrete	10.00	5,000.00
80,000	lbs.	Metal Reinforcement	.04	3,000.00
105,000	lbs.	Structural Steel	.07	7,350.00
000	Lin. ft.	Concrete Handrail	4.00	0,000.00
				$ 00,000.00
		Sub-total (bridges)		$ 04,425.00
		10% Engr. & Cont.		$ 0,442.50
		Total		$ 00,000.00

Length of Project, Crown 1.600 miles

Length of 1st Crossing Bridge 800 ft.
Length of 3rd Crossing Bridge 346.15 ft.
Length of 4th Crossing Bridge 342.67 ft.

Total length of bridges 878.82 ft. .166 miles

Length of Project net 1.434 miles

Cost per mile, roadway $31,148.09

Estimated per cent complete on Sept. 1st, 1921.

Roadway - 90%

Bridges - 80%

SUMMARY

Item	Total Cost	External Aid	Secondary Aid Funds	State Funds
Roadway				
Adv. Fund Portion	$104,727.18	$24,034.20 (23.00%)	$80,692.98	$ --
Post Road Portion	11,660.36	2,677.14 (23.00%)	--	8,983.22
Sub-total	$116,387.54	$26,711.34	$80,692.98	$ 8,983.22
Bridges				
Adv.Fund Portion	$ 74,223.48	$ 37,121.74 (50%)	$37,101.74	$ --
Post Road Portion	18,520.87	11,013.87 (62.13%)	--	7,513.00
Sub-total	$ 92,904.35	$ 48,734.61	$37,101.74	$ 7,513.00
Totals (all work)	$ 209,291.89	$ 75,445.95	$117,794.69	$ 16,977.22

State funds for construction: Chapter 176, Laws 1919; Chapter 51, Laws 1923.

State funds for maintenance: Chapter 41, Laws 1927.

#1264
Douglas Co
PR 1428

Union Oil Company of California

PRODUCERS AND REFINERS OF
[illegible] OIL, FUEL OIL, ROAD OIL, REFINED ASPHALT
[illegible] GASOLINE, KEROSENE AND DISTILLATE
[illegible] LUBRICATING OILS

March 25, 1931.

Union Oil Company,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

Re: Wren and Greenough

Receipt is acknowledged of your letter of March 24th concerning Wren & Greenough, contractors.

Please be advised that the above contractors have our contract No. 1264 which is known as the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County. This contract consists of roadbed and tunnel construction. Completion date is November 15th, 1931. Bond was furnished by United States Fidelity & Guaranty Company for whom C. Cunningham, [illegible] Bldg., Portland, Oregon is resident agent. Amount of the bond is $58,882.50.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1264

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 6521

602-621 YEON BUILDING
Portland, Oregon

March 24, 1931

Oregon State Highway Commission,
Salem, Oregon

RE: Wren and Greenough
Portland, Oregon

Gentlemen:

We anticipate furnishing Wren and Greenough with petroleum products on their job at Elkton Mountain, therefore, we will appreciate receiving information from you pertaining to the bond and a complete description of the contract and the approximate date of completion.

For your convenience in replying we are enclosing a self addressed stamped envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner

District Manager

LH PM
enc.

Form 39—E-18160—1500—9-30.

PR 1420

OR[illegible]N STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date March 22nd. 1931, *193*

Job name Elk Creek Tunnel Section — *Week from* Mar. 15th. *to* 21st.

Mail address Elkton, Oregon.

Highway Umpqua — *Telegraph or telephone address* Elkton, Oregon.

County Douglas — *Job prefix* 10 P T — *Express and freight address* Elkton via Drain.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Packard drills and shoots rock point at west end of bridge no two. Find rock runs about fifty feet back from the bridge. Does not waste very much rock , a few pieces go down the bank and have to be moved out of the way of the bridge crew.

Cuts the trees at the west end of the tunnel and starts slashing at station 1241 working west. Has ten men on this work.

Has compressor set up but not connected to the power plant and pipe line strung out to both ends of the tunnel. Should be ready to start the pioneer tunnel in a few days. Does not have a bridge to the east as yet.

[illegible]

(See back of this sheet for instructions and detailed information.)

Signed L. E. Roberts.

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.60

Miles completed 0.00

Miles completed except finishing 0.00

Total cubic yards in project 61,700

Cubic yards moved to date 0.00

Miles covered by contractor's forces 0.10

Miles cross-sectioned 0.00

Miles cross-sections completed and checked 0.00

Miles to be remeasured XXXXXX

Number men in Engineering Party 3

Contractor's average force for week 32 *men,*

XXX *teams,* XXXX *steam shovels*

Grading work will be completed about Nov. 15th. 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 P T *Percentage* 24
2. 10 P M - 2 *Percentage* 17
3. 10 P P *Percentage* 29
4. 10 T D *Percentage* 30

P.R. Hyde D

OREGON STATE HIGHWAY COMMISSION

March 19, 1951

Kraus & Greenough
1025 Chamber of Commerce Bldg.
Portland, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the roadbed and tunnel construction of the Elk Creek Tunnel Section of the Umpqua Highway in Douglas County.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

FORM 0-0-1 2-40511 '000 10-00

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

11142 &

NOTED

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER

SALEM

March 18, 1931

Wren and Greenough
1027 Chamber of Commerce Bldg.
Portland, Oregon

File 10 PT

Gentlemen:

We feel that the schedule of performance on your Elk Creek Tunnel Section is of vital importance to us and, therefore, bring to your attention the following clauses:

1. The clearing and grubbing work, including burning, shall be completed by not later than April 30, 1931.
2. All grading between Station 1200 and Station 1241 shall be completed by not later than May 15, 1931.
3. Tunnel excavation shall start at the east portal of the tunnel not later than March 15, 1931, and shall be completed to Station 1248+60 by not later than June 30, 1931.
4. Tunnel excavation shall start at the west portal of the tunnel not later than July 1, 1931, and all tunnel excavation shall be completed by not later than July 31, 1931.

The date under Item No. 2 has been used in connection with the bridge contract and this date was set so that the bridge contractor could bring his materials in to the bridge at the west portal over the new grade.

This project is being financed largely with emergency funds appropriated by the federal government with the view of increasing employment. None of these funds will be available after September 1. On my last inspection trip, March 13, good progress was being made with the camp buildings and compressor foundations, but very little clearing had been done and no excavation started at the east portal of the tunnel. Please arrange to put on additional clearing force and to start tunnel excavation at the earliest possible moment.

Within the next two weeks we would like to work out a schedule of performance to complete the various sections within the time set and request that at any time your rate of progress falls behind this schedule, that you put on such additional equipment and labor as will insure completion of the various sections on the dates specified. We remember your excellent progress on the Yachats job.

Very truly yours

E. A. Collier

E. A. Collier
Division Engineer

EAC:EF
cc R.A.Klein
cc G.E.Roberts

Form 39—E-18160—1500—9-30.

PR 142 D

OR[illegible]ON STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date March 15th., 1931, *193*....

Job name Elk Creek Tunnel — *Week from* Mar. 8th. *to* 14th.

Mail address Elkton, Oregon.

Highway Umpqua — *Telegraph or telephone address* Elkton, Oregon.

County Douglas — *Job prefix* 10 P T — *Express and freight address* Elkton via Drain

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has crew of 25 men building camp, cutting wood, making a road from the present road to a point over the tunnel and laying a foundation for a compressor and power plant. Has a compressor and diesel engine and some other small tools on the ground.

Cut a few trees at the east portal . Mr. Klein and Mr. Collins over job Friday . Advised to leave as much natural groth at the tunnel portals as possible. Locate places needing drain tile between rRed Bridge and Drain

Crew checks line over tunnel and cross-sections existing hole at the east end.

Advise Packard to get at the clearing at once.

RECEIVED
[illegible]
DIVISION

(See back of this sheet for instructions and detailed information.)

Signed H E Roberts

Title Res. Engr.

[illegible] State Highway Engineer

Form 30—E-18703—2M—10-30

PR 1426

OREGON STATE HIGHWAY DEPARTMENT

GRADING CONSTRUCTION

Total miles of grading in project 1.60

Miles completed 0.00

Miles completed except finishing 0.00

Total cubic yards in project 61,700

Cubic yards moved to date 0.0

Miles covered by contractor's forces 0.00

Miles cross-sectioned 0.00

Miles cross-sections completed and checked 0.00

Miles to be remeasured XXXXXX

Number men in Engineering Party 3

Contractor's average force for week 25 men,

1 teams, XX XX steam shovels

Grading work will be completed about Nov. 15th., 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 10 P T Percentage 30
2. 10 P M - 2 Percentage 19
3. 10 T D Percentage 29
4. 10 P P Percentage 22

Form 20—E-16703—2M—10-30

PR 1420

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March. 7th., 1931, 193...

Job name Elk Creek Tunnel Section — Week from March 1st. to 7th.

Mail address Elkton, Oregon.

Highway Oregon — Telegraph or telephone address Elkton, Oregon

County Douglas — Job prefix 10 P T — Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Go over job Thursday with Mr. Packard who will be supreintedant for Wren and Gresmough. Says they will put a pioneer tunnel through before they start to enlarge the main tunnel.

Started to build camp Wednesday afternoon.

Party referencing points on line to the west of the tunnel.

RECEIVED
1931
STATE OF
State Highway Engineer

(See back of this sheet for instructions and detailed information.)

Signed H. E. Roberts.

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.60

Miles completed 0.00

Miles completed except finishing 0.00

Total cubic yards in project 61,700

Cubic yards moved to date 0.00

Miles covered by contractor's forces 0.00

Miles cross-sectioned 0.00

Miles cross-sections completed and checked 0.00

Miles to be remeasured XXXXX

Number men in Engineering Party 3

Contractor's average force for week 3 *men,*

XXXX *teams,* XXXX *steam shovels*

Grading work will be completed about Nov. 15th. 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 P T *Percentage* 30
2. 10 P M - 2 *Percentage* 10
3. ~~10 T D~~ 10 T D *Percentage* 50
4. 10 P P *Percentage* 10

Mr. Ballard

PR 1428

COPY

Corvallis, Oregon
March 5th, 1931

NOTED

Mr. E. A. Collier, Division Engineer,
Salem, Oregon.

Dear Sir:-

Accident Report.

On Saturday, February 28th, 1931, our truck, No. 1264, driven by F. W. Mahr, was engaged in policing up the Corvallis-Newport Highway. While working on the East slope of Keyes Hill, coming towards Corvallis, a Chevrolet car driven by Lorena Stunk, Oregon license #35-980 ran into the rear end of this truck.

Mr. Mahr was driving well over on the right side of the road at a speed of about three miles per hour, and Mr. A. Edwards was walking along side of the road picking up papers. Miss Stunk, coming up behind them, tried to pass, and on seeing a car coming from the opposite direction, tried to stop, but due to faulty brakes on her car, was unable to do so, striking the rear end of #1264.

The damage to the Stunk car consisted of a broken radiator and head lamps, while no damage was done to our truck.

Yours very truly,

I. A. DeFrance
Res. Eng.

LK/R

By (Sgd) LYNN KOONS

RECEIVED
MAR 10 1931
OFFICE OF
Assistant State Highway Engineer

PR 1428

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

March 3rd, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: RE: Contract No. 1272 C. A. Catching
Bridge over Elk Creek - #1406

We are sending you under separate cover by express contracts as captioned above in quadruplicate. We have executed the bond as required and Mr. Catching has signed in the designated places.

When these contracts have been approved by the commission, will you kindly return one copy for the completion of our files, which is in accordance with your usual custom.

Very truly yours,

BATES, LIVELY & PEARSON,

By Fred C. Reed.

FCR

Form 30—E-15703—2M—10-30

PR 1420

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
[illegible] Highway Engineer

Date Feb. 28th., 1931, 193....

Job name Elk Creek Tunnel — Week from Feb. 22nd. to 28th.

Mail address Drain, Oregon.

Highway Umpqua — Telegraph or telephone address Drain, Oregon.

County Douglas — Job prefix 10 P T — Express and freight address Drain, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Albert V. Benedict reports for work as transitman on the 26th.

Checking line over the hill between tunnel portals.

Contractor has not made his appearance on the job as yet.

RECEIVED
MAR 2 1931
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed H. E. Robertson

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.60

Miles completed 0.0

Miles completed except finishing 0.0

Total cubic yards in project 61,700

Cubic yards moved to date 0.0

Miles covered by contractor's forces 0.0

Miles cross-sectioned 0.0

Miles cross-sections completed and checked 0.0

Miles to be remeasured XXXXXXX

Number men in Engineering Party 3

Contractor's average force for week XXXXXXX *men,*

XXXX *teams,* XXXXXXX *steam shovels*

Grading work will be completed about Nov. 15th., 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 P T *Percentage* 5
2. 10 P M - 2 *Percentage* 10
3. 10 P P *Percentage* 5
4. 10 T D *Percentage* 80

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 19, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 142-D, on which bids were opened today.

This is to confirm our prior verbal concurrence today in the award of contracts to the following, who submitted the low bids:

Grading -- Wren and Greenough, Portland, Oregon
Bridge No. 2 -- C. A. Catching, Portland, Oregon
Bridges 3 and 4 — Odom & Frazier, Salem, Oregon

Very truly yours,

W. H. LYNCH
District Engineer

Feb. 11, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans and five bid proposals for the grading of the Elk Creek-Tenmal Section of the Umpqua Highway, Project No. 142-B. We are sending five sets of blueprint plans and one set of original cross-sections, under separate cover. The plans and proposals covering the three bridges involved under this project have been previously sent to you by our Bridge Department.

This is an emergency project on which emergency advance funds are being requested, as shown by the enclosed estimate.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/MB.

encl.

Oregon State Highway Department — Emergency Project No. 148-B

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, Feb. 11, 1938.

ROADWAY

All Required	Clearing and Grubbing		$ 2,500.00
17,000 cu. yds.	Common Excavation	$ 0.40	6,800.00
26,000 cu. yds.	Solid Rock Excavation	0.80	20,800.00
18,700 cu. yds.	Tunnel Excavation	4.00	74,800.00
95,000 yd. sta.	Overhaul	0.04	3,800.00
5,300 yd. mis.	Truck Haul	0.30	1,590.00
140 M-FBM	Timber Tunnel Lining	0.60	8,400.00
100 cords	Card Wood Packing	15.00	1,500.00
100 cu. yds.	Class "C" Concrete	15.00	1,500.00
200 cu. yds.	Rock or Gravel Backfill	1.00	200.00
1,200 lin. ft.	8" Porous Drain Tile	0.50	600.00
800 lin. ft.	12" Concrete Pipe	2.00	1,600.00
300 lin. ft.	18" Concrete Pipe	3.00	900.00
100 lin. ft.	24" Concrete Pipe	4.50	450.00
		Sub-total	$125,400.00
		10% Engr. & Cont.	12,540.00
		Total	$138,000.00

SECOND CROSSING BRIDGE, STA. 1192+40 - STA. 1195+30 (100%)

240 cu. yds.	Excavation	4.00	960.00
590 cu. yds.	Class "A" Concrete	22.00	12,980.00
210 cu. yds.	Class "B" Concrete	22.00	4,620.00
148,000 lbs.	Metal Reinforcement	0.05	7,400.00
580 lin. ft.	Concrete Handrail	5.00	2,900.00
			$ 28,860.00

THIRD CROSSING BRIDGE, STA. 1240+59.85 TO STA. 1244+05 (50%)

55 cu. yds.	Excavation	4.00	220.00
160 cu. yds.	Class "B" Concrete	20.00	3,200.00
250 cu. yds.	" "A" "	22.00	5,500.00
250 cu. yds.	" "B" "	22.00	5,500.00
108,000 lbs.	Metal Reinforcement	0.05	5,400.00
178,000 lbs.	Structural Steel	0.07	12,460.00
692 lin. ft.	Concrete Handrail	5.00	3,460.00
			$35,740.00

FOURTH CROSSING BRIDGE, STA. 1258+12 TO STA. 1280+81.67

280 cu. yds.	Excavation	$ 4.00	$1,040.00
25 cu. yds.	Excavation below plans	8.00	200.00
95 cu. yds.	Class "B" Concrete	20.00	1,900.00
210 cu. yds.	Class "A" Concrete	22.00	4,620.00
210 cu. yds.	Class "S" Concrete	22.00	4,620.00
65,000 lbs.	Metal Reinforcement	0.05	4,250.00
103,000 lbs.	Structural Steel	0.07	7,210.00
500 lin. ft.	Concrete Handrail	5.00	2,500.00
			$28,340.00
		Sub-total (bridges)	$90,000.00
		10% Engr. & Cont.	9,000.00
			$100,000.00

Length of Project, gross 1.000 miles
Length of 2nd crossing bridge, 290 feet.
Length of 3rd crossing bridge, 340.15 ft.
Length of 4th crossing bridge, 242.67 ft.

Total length of bridges 870.82 feet. 0.166 miles

Length of project, net 1.434 miles

Cost per mile roadway $98,258.49
Estimated per cent complete Sept. 1st.
Roadway - 90%
Bridges - 80%

SUMMARY

Item	Total Cost	Federal Aid		Emergency Advance Funds		State Funds
Roadway						
Advance Fund Position	$134,205.40	$24,084.20	(19.598+%)	$87,600.66	(70.001+%)	$12,480.54
Post Road "	15,800.60	2,677.14	(19.598+%)	- -		11,125.46
	$150,006.00	$26,771.34	(19.598+%)	$87,600.66		$23,644.00
Bridges						
Advance Fund Position	$ 80,072.12	$28,024.89	(35%)	$44,059.12	(55%)	$ 8,007.11
Post Road "	20,017.88	12,457.12	(62.23%)	- -		7,560.76
	$100,090.00	$40,482.01		$44,059.12		$15,567.87
Totals (all work)	$250,096.00	$67,253.35		$131,720.78		$39,111.87

PR 1428

A. Guthrie & Co., Inc.

CONTRACTORS – ENGINEERS

552 SHERLOCK BUILDING
Portland, Oregon.

ST. PAUL, MINN.
PORTLAND, ORE.
NEW YORK, N.Y.
CHICAGO, ILL.

PR #

February 11, 1931

PERSONAL

Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Roy:

I was just about to write to you about the original wording of the enlargement of the Elk Creek tunnel, which seemed to me to be a very rigid requirement for the contractor. Just as I was about to write, your circular letter of February 10th, correcting this enlargement condition and stating that it would be paid for at double the price of tunnel excavation, arrived and needless to say I am delighted that it arrived before my letter departed.

I believe your decision is a very fair one and we are all pleased to note that you recognized that the first provision might have worked a hardship on the successful contractor.

Sincerely yours,

R.F. Hoffmark
Vice President

RFH/ak

Sup/

Protest

COPY

PR 142-B

CLASS OF SERVICE DESIRED	
FAST TELEGRAM	
DAY LETTER	X
NIGHT TELEGRAM	
NIGHT LETTER	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

POSTAL TELEGRAM—CABLE CO.

TELEGRAM

COLLECT

SALEM, OREGON
FEBRUARY 7 1931.

JOHN A. BAKER
KLAMATH FALLS, OREGON.

REPLY YOURS RE PORT ORFORD CEDAR FOR ELK CREEK TUNNEL THY DANT & RUSSELL, PORTLAND WHO ARE SALES AGENTS FOR SEVERAL COOS BAY CEDAR MILLS OR MOORE MILL AND LUMBER COMPANY, BANDON WHO IS INDEPENDANT OPERATOR STOP THERE MAY BE OTHER INDEPENDANT CEDAR MILLS IN COOS COUNTY OF WHOM NOT ADVISED

STATE HIGHWAY DEPARTMENT.

Postal Telegraph

TELEGRAMS CABLEGRAMS RADIOGRAMS

[illegible] STREET
PHONE 401
SALEM - OREGON
STANDARD TIME
INDICATED ON THIS MESSAGE

BLUE	DAY LETTER
NL	NIGHT LETTER
NITE	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER

2KF B 16

KLAMATHFALLS ORE 1130A FEB 7-31

OREGON STATE HIGHWAY DEPT

27 SALEM ORE Coos Bay

WIRE ADDRESS OF MILL COMPANYES IN ~~HOUSTON~~ TO FURNISH QUOTATION ON

PORTORFORD CEDAR FOR ELKCREEK TUNNEL

DUNN AND BAKER

1138A

CONTRACT#1267, 1413,

PR 131-C Green Cr.-Jackson Co. Line 1931

1267, 1413

#1413

131-C

August 2, 1933

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. [redacted] for the construction of the Green Creek-Jackson County Line Section of the Pacific Highway in Josephine County has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after September 9, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $60,066.64 including the final payment. Of this amount $231.71 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Form 110—126—6-33.

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending July 15, 193...

Section ...reen Cr. Jackson Co Line

Highway Pacific

Contractor Dunn and Baker

Date of contract Sept. 28, 1932, 193...

Date work started Oct. 6, 1932, 193...

Amount of contract . . . . . $ 58,338.50

Estimated cost of completed project, exclusive of engineering . . . . . $ 58613.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 4800, 8.2 %

Kind of work Grading and Paving

Section prefix 17 P G 1 131-C

Contract number 1413

Date of completion June 8, 1933, 193...

Estimated date of completion, 193...

Per cent of time elapsed 100 %

Date project was completed June 8, 1933, 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final estimate for this project mailed to division office July 14.

W.H.Stewart, Res. Engr.

Ledford, Oregon

RECEIVED
JUL 17 1933
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUL 17 1933
OREGON
STATE HIGHWAY COMMISSION

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACE	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131-C

OREGON STATE HIGHWAY COMMISSION
SALEM

Roseburg, Ore.
July 15, 1933

IN REPLY PLEASE REFER TO FILE NO.
RECEIVED
JUL 17 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

You will note on the Final Estimate for the Green Creek grading and paving project, just finished that there was a large overrun in excavation quantities. I find on investigation as follows:

1. The material when placed in layers and rolled showed a shrink of 16%. When the original grading was done, Armstrong's record showed that the material swelled a little, if anything, and so the preliminary estimate was made up on that basis.

2. Near the Savage Rapids Dam it was necessary to construct an approach road for the Grants Pass Irrigation District which required considerable embankment and this was not included in the preliminary estimate.

3. When the quantities for preliminary estimate were made up the roadbed was taken as 32 feet in width at profile grade but the roadbed was finished to a minimum of 38 feet on the fills at pavement grade, which not only increased the fill on top of the grade but in several cases caused an increased fill on the sides.

4. Additional embankment was required to construct the earth shoulders outside of the gravel shoulders. The original net embankment quantities were computed at 10560 yards. The embankment quantities upon remeasurement at completion of the paving were found to be 14,565 yards. We estimated that 11,000 yards of excavation would make the embankment required in the preliminary estimate but found that due to the shrink it required 17371.7 yards of excavation to make the 14,565 yards of embankment.

cc. S.H. Probert
RAC:AW

Very truly yours,

E. A. Cartier
Division Engineer

cc. R.H. Baldock

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALBAUGH, PENDLETON

H. S. GLADSYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

121-C

OREGON STATE HIGHWAY COMMISSION
SALEM

Roseburg, Ore.
July 15, 1933

IN REPLY PLEASE
RECEIVED
JUL 17 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

You will note on the Final Estimate for the Green Creek grading and paving project, just finished that there was a large overrun in excavation quantities. I find on investigation as follows:

1. The material when placed in layers and rolled showed a shrink of 10%. When the original grading was done, Armstrong's record showed that the material swelled a little, if anything, and so the preliminary estimate was made up on that basis.

2. Near the Savage Rapids Dam it was necessary to construct an approach road for the Grants Pass Irrigation District which required considerable embankment and this was not included in the preliminary estimate.

3. When the quantities for preliminary estimate were made up the roadbed was taken as 30 feet in width at profile grade but the roadbed was finished to a minimum of 32 feet on the fills at pavement grade, which not only increased the fill on top of the grade but in several cases caused an increased fill on the sides.

4. Additional embankment was required to construct the earth shoulders outside of the gravel shoulders. The original net embankment quantities were computed at 10360 yards. The embankment quantities upon remeasurement at completion of the paving were found to be 14,553 yards. We estimated that 11,000 yards of excavation would make the embankment required in the preliminary estimate but found that due to the shrink it required 17371.7 yards of excavation to make the 14,553 yards of embankment.

cc. S.H. Probert
EAC:AW

Very truly yours,

cc. R.H. Baldock

E. A. Collier
Division Engineer

#1443

131C

FORM S-A-1 6708 7500 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 31, 1933

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
JUN 1 - 1933
OREGON
STATE HIGHWAY COMMISSION

R.H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. B. GLAISYER

Dear Sir:

Dunn & Baker have requested an extension of thirty days for the completion of their contract #1413 for grading and paving Green Creek-Jackson County Line Section of the Pacific Highway in Josephine County. The consent of their surety is attached to their application. The completion date specified in the contract is May 31st, 1933. I recommend that a thirty day extension be granted without penalty for the reason that the contractors have utilized all the suitable weather since the contract was let. They have, in fact, fought the mud when it would have been much cheaper to shut down and when the State probably would have got a better job had they shut down. Fairly satisfactory detours have been maintained so that the travelling public has not been seriously inconvenienced by reason of this delay. Engineering expenses have not been materially increased since the crew was mostly laid off during the shut down and have been employed part time on other contracts.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AW

FORM S-A-1 6760 7500 12-56

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131C

OREGON STATE HIGHWAY COMMISSION

SALEM

May 16, 1955.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. L. Stewart,
Resident Engineer,
P. O. Box 677,
Medford, Ore.

Dear Sir:

During my recent inspection of the Green Creek Line Change, I noted that the side hills along this pavement were very wet and that the drainage had become obstructed.

Please take special care to see that these are all opened up in first class shape before the contractor finishes with his shoulders. In other places the earth shoulders slope in towards the concrete so that water tends to pocket adjacent to the pavement. See that the earth shoulders slope away from the pavement and are well compacted before the crushed gravel shoulders are placed, and see that the drainage is adequate in every respect before the contractor finishes.

From Station 295 to 300 the water has been pocketed for a considerable time. See that the ditch is widened sufficiently at this place so that the slough from the banks will not obstruct the drains again.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓
E. A. Collier

131 C

April 3, 1933

Dunn & Baker
General Contractors
Klamath Falls, Oregon

Attention: Mr. C. A. Dunn

Gentlemen:

Reference is made to your letter of March 25th, concerning the cement adjustment to be made in connection with your contract for the paving of the Green Creek-Jackson County Line Section.

Inasmuch as the reduction in quantities of cement did not net you any saving in total haul cost, no haul cost should be included in the adjustment price. An allowance of 10 cents per barrel for sack loss and the expense of returning the sacks to the cement mill is probably a little high, but, inasmuch as an allowance at that rate was made in connection with your Klamath Falls job, we do not see how we can justify a smaller allowance in connection with the Grants Pass Project. We propose, therefore, to make the haul adjustment at a price of $3.01 per barrel, this price being arrived at as follows:

Cement f. o. b. cars Grants Pass	$3.27	per barrel
Unloading from cars	.04	per barrel
Sub-total	$3.31	per barrel
Less credit for sacks returned	.30	
Net total	$3.01	

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc E. A. Collier

C. A. DUNN, PRESIDENT J. M. BAKER, SECRETARY

DUNN & BAKER

INCORPORATED

GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

March 25, 1933

Mr. S. H. Probert
Oregon State Highway Department
Salem, Oregon

Dear Sir:

We have delayed answering your letter of February 24th, as I have been in the hospital and no one in the organization at Klamath Falls was familiar with the transactions at Grants Pass, they therefore waited for my return. If settlement is made on the basis used at Klamath Falls, the set-up would be as follows:

Cement f. o. b. cars Grants Pass,	$3.27 per barrel.
Unloading from car	.04
Hauling to job	.06 2/3
	$ 3.37 2/3
Less credit for sacks returned	.30
	$ 3.07 2/3 per bbl.

273 Bbls

You will note that I have inserted the word "if", and my reasons for doing so are as follows:

Settlement was made on the Klamath Falls job on this basis and for minor variations it seems to be a fair set-up, however, we are being reimbursed at Klamath Falls for expenses actually incurred, and at Grants Pass we are actually paying the State for expenses never incurred; and if all the cement were removed from the concrete we would be indebted to the State to a considerable sum besides replacing the material with sand and rock. In other words, cement when added to the mixture creates greater bulk, therefore, when it is removed this material is replaced by other material without compensation.

2nd. The matter of hauling to the job was handled in a different way at Klamath Falls than at Grants Pass. You will note that at Grants Pass it was necessary for us to do our hauling on an hourly basis, and on a three batch truck we pay no more or no less for the hauling of the cement in connection with the batch, regardless of the number of sacks added, while at Klamath Falls we made an allowance and paid directly by the batch.

3rd. In giving credit for sacks at Klamath Falls, allowance was made for normal loss and cost of cleaning, baling and returning; and while I presume this item would be approximately the same at Grants Pass, it does not seem fair that the State should actually be paid the 10¢ per barrel which in one case is actually expended by the Contractor, and which in the other case no expense is incurred

by the State.

4th The matter of unloading from the car, I think should be included as it is unavoidable.

We submit this for your fair and unbiased consideration. We do not expect more than a fair settlement, but you will note that there has been a wide variation in the cement contemplated and that actually used, and we have cooperated throughout in trying to arrange for this saving in cement. We tried hard to get the amount of cement used in the Klamath Falls job reduced, and at the end of the job there was a considerable reduction in the amount used, and this effort was not put forth with the idea of either making or losing money, but it was our experience that well controlled mixes would give strength far in excess of that required by the State with the use of less cement than required in the general specifications. This experience is bound to make a very substantial saving to the State, and does not promise any saving to the Contractor; and if it is legitimate to do so, we would ask that you give this such weight as the argument merits. You now have all the information we are able to give, and we trust to your decision.

Very truly yours,

DUNN & BARBER

By C. A. Dunn

CAD: LAF

February 24, 1933

Dunn & Baker
Klamath Falls, Oregon

Gentlemen:

Reference is made to your letter of February 15th, calling attention to the fact that in computing the cement adjustment for the Green Creek-Jackson County line paving job no credit was allowed for the cement sacks.

Your contention that credit for the cement sacks should be taken into consideration in arriving at the unit price at which the cement adjustment is made, is correct. However, we are inclined to think that a credit of 30 cents per barrel for the sacks, the same as was allowed in the cement adjustment for the Klamath Falls job, is adequate. We think, also, that inasmuch as the contract provides that the cement adjustment is to be made at the net cost of the cement delivered at the site of the work, consideration should be given to the cost of handling the cement from the cars to the trucks and from the trucks to the storage pile, and the cost of hauling from the cars to the job. In order that these items of expense may be taken into consideration, we would be pleased to receive from you an itemized statement of the cost of the cement delivered at the site of the work, the same as was submitted for the Klamath Falls job in your letter of December 22nd. Such information will give us a basis for arriving at the correct unit price to be used in making this adjustment.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

...SIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Feb. 20, 1933

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION S. H. PROBERT

Dear Sir:

In reply to your letter of Feb. 16th, requesting cost of cement on the job to Dunn & Baker on their Green Creek job, will answer that $3.27 is the cost reported f.o.b. car at gravel plant at Grants Pass for cement in cloth. The average haul from gravel plant to pavement was 3.9 miles.

It would seem that the cost of unloading from car to warehouse and from warehouse into truck and the haul to job and the cost of returning the sacks plus sacks lost would approximately equal the refund of 10¢ per good sack returned. However, since Dunn & Baker have previously figured that the cost on the Klamath Falls job to them was 20 1/3 cents more than the net cost fob. siding after deducting for sacks returned, I wish to request that we deduct on the Green Creek job at ($3.27 - .40)+.20 = $3.07 instead of at $3.27 as per our last estimate.

Very truly yours,

E. A. Collier
Division Engr.

RECEIVED
FEB 21 1933
STATE HIGHWAY COMMISSION

EAC:AW

February 16, 1933

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

We are today in receipt of a letter from Dunn & Baker relative to the deduction which has been made from their payments in connection with the Green Creek-Jackson County Line paving project, due to the underrun in cement quantities. In this letter, they state that the price of $3.27 per barrel, at which the deduction was made, included the cost of cement sacks and that the net cost of the cement was, therefore, only $2.87 per barrel. They ask, therefore, that the rate at which the deduction was made be changed from $3.27 per barrel to $2.87 per barrel.

Before replying to Dunn & Baker, in regard to this matter, we would like to have from you a statement showing how the price of $3.27 per barrel was arrived at, and we would like to have, also, your recommendation as to whether or not the deduction price should be reduced to $2.87 per barrel.

It happens that in connection with Dunn & Baker's paving job north of Klamath Falls, the amount of cement used exceeded the specified quantities, and that an allowance was made to them for the extra cement at a price of $3.03-2/3 per barrel. The manner in which this price was arrived at is set out in a letter from Dunn & Baker, a copy of which letter is enclosed herewith. You will note that in arriving at this price, consideration was given to the expense of unloading the cement from the cars and to cartage from the cars to the job. If there are any similar items of expense in connection with the cement used on the Grants Pass job, it would seem reasonable to take them into consideration in arriving at the deduction price for that job.

You will note, also, that the net price for the cement used on the Klamath Falls job took into consideration the cost of baling the cement sacks and an allowance for damaged sacks,

the amount of these two items being estimated at the rate of ten cents per barrel. It would seem reasonable that these same items should be taken into consideration in arriving at the net cost of the cement used on the Grants Pass job.

These matters may be taken up with Dunn & Baker by yourself, or, if you prefer, we will handle the matter from here. In either case, we would like to have the information requested in the foregoing paragraphs.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:EH

C. A. DUNN, PRESIDENT J. M. BAKER, SECRETARY

DUNN & BAKER

INCORPORATED

GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

February 15, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In checking over estimate #3 on the Green Creek-Jackson County Line Job, we find that the State has deducted 272¼ barrels of cement from the amount earned at the price of $3.27 per barrel. The correct amount for each barrel of cement charged should have been $2.87 per barrel, as the $3.27 price includes the cost of sacks, which amounts to 40¢ per barrel.

Kindly correct your charge for the reduction to conform with our net cost of $2.87 per barrel for cement f. o. b. Grants Pass, Oregon, and oblige.

Very truly yours,

DUNN & BAKER

By

L

RECEIVED
FEB 16 1933
OREGON
STATE HIGHWAY COMMISSION

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. E- 131-C.

POST OFFICE BUILDING
PORTLAND, OREG.

Feb. 17, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
FEB 19 1933
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Interstate~~ Emerg. C.H. project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Highway Engineer.

Encl.

Hwy. 9351

Form P. R. 2

State Oregon

Project No. I-131, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of December, 1932

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 9th day of May, 1932, a project statement, which was approved by the Secretary on the 29th day of June, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 26th day of September, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

nineteen thousand, two hundred fifty-one and 70/100

dollars ($ 19,251.70) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ...from "Emergency Construction Highway funds" appropriated by... (Include amount, date, and citation of act of legislature by which authorized)

Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(*b*) From other sources .....

.....

.....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 207+00 in the N.W.¼ of the S.W.¼ of Sec. 23, T.36 S., R.5 W., W.M. and survey station 316+09.0 on the township line between Sec. 24, T.36 S., R.5 W., and Sec. 19, T.36 S., R.4 W., W.M.,

.....

.....

....., length 2.066 miles, in Josephine County, being Section C of Oregon Federal Aid project No. F-131, consisting of 2.066 miles of roadway and no bridges, known locally as the Green Creek-Jackson Co. Line section of the Pacific Highway between official control points Grants Pass and Medford.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ....C.... of said project shall not in any event exceed the sum of ....nineteen thousand, two hundred fifty-one and 30/100.... dollars ($..19,251.30....), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of.... ....sixty-four thousand, one hundred seventy-two and 35/100.... dollars ($..64,172.35....), the approved total estimated cost of Section ..C..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to.... ....the State Treasurer.... (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of.... ....Oregon.... (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ....Chap. 41, Laws of 1927.... (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

LAC:AN

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of February, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

[signature]

Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. F-131-C State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $64,172.35 as the total estimated cost of said project, and the sum of $19,251.70 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 7th day of February one thousand nine hundred and Thirty-three.

C. W. Warburton
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4329

FORM S-A1 5795 7M-9 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 28, 1933

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
JAN 30 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

ATTENTION: H.G. SMITH

Dear Sir:

Attached you will find Order for Extra Work on the Green Creek Paving job. Under Price Agreement No. 1 the contractor was to furnish and install corrugated iron pipe and concrete lift boxes. The pipe was to be straight between the boxes. It afterwards appeared that a considerable saving could be made by the use of elbows and the placing of the pipe on the slopes of the cut so that the lift boxes were greatly reduced in hight. The contractor would be entitled to extra work for furnishing the labor and material required for this change.

The 12" siphon pipe at station 289, it appeared should be placed immediately, and as the contractor had a welding outfit on the job, he cut and braised the 12" siphon pipe to form the necessary angles. At station 225 he furnished two 45 degree ells which required a collar at each end to connect with the pipe, making four collars more than would have been required for the straight pipe. I threfore think he should be entitled to pay for the two ells and the four collars.

Very truly yours,

E. A. Collier
Division Engr.

NOTED
State Highway Engineer

cc.Baldock

EAC:AN

FORM 5-6-1 5010 1M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131-C

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Jan. 16, 1933

PR
Green Creek Paving

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Resident Engineer Stewart reports a reduction in cement used below the specified quantity on the Green Creek section in the amount of 272.75 barrels. Cost of the cement f.o.b. job is $3.27 per barrel. This figures a reduction of $890.25, which should be deducted from the Jan. 15th estimate for Contractors Dunn & Baker.

I have shown this on the back of the estimate sheet under deductions.

Yours very truly,

E. A. COLLIER
Division Engineer

EAC:ES
cc H. G. Smith
cc S. H. Probert

RECEIVED
JAN 17 1933
OREG. STATE HIGHWAY

Probert

Please don't mark
PRB

FORM S-A-1 5000 SM 9-52

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131C

OREGON STATE HIGHWAY COMMISSION

SALEM

January 6, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Dunn & Baker,
Klamath Falls, Ore.

Gentlemen:

It has been noted on your payrolls for the Green Creek-Jackson County Line Paving that you have been paying the rate of 55¢ per hour for Oilers. These men should be classed as skilled laborers and paid at least the minimum rate of 60¢ per hour.

The following is a list of the men mentioned above and the hours that they were employed for the period from November 6th to December 5th inclusive:

P. N. Dorsey	118 Hours
T. W. Shirk	87 "
W. F. Shirk	44 "
D. E. McCleary	84 "

According to the contract the minimum wage for skilled labor is 60¢ per hour. These men should have an adjustment and be paid the extra five cents.

Will you please see that there is a correction made and payrolls submitted to cover the same.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

Dictated by
Chas. E. Low

By

H. G. Smith,
Construction Engineer.

CC to: R. H. Baldock
H. W. Lynch
W. H. Stewart,
E. A. Collier

January 3, 1933.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed three signed copies of project agreement covering the Green Creek-Jackson County Line Section, Project S-433-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

R. H. Probert,
Office Engineer.

Encl. by J. W. Knoll/EB.

Encl.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
S. B. ALDRICH, PENDLETON
H. E. SLAUGHTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131C

OREGON STATE HIGHWAY COMMISSION

SALEM

December 7, 1932

IN REPLY PLEASE REFER TO FILE NO.
27 PG-1

Mr. H. G. Smith,
Construction Engineer,
Office

NOTED
State Highway Engineer

Dear Sir:

The Green Creek-Jackson County line paving operation has been discontinued for the winter. The following information may be of interest:

Barrels of Cement per Cubic Yard of Concrete	Barrels of Cement Saved	Average Strength 7 day Cylinders
1.41	288	3129#

288 barrels of Cement @ $2.60 $748.80

Very truly yours,

H. M. Fikkiner
Engineer of Materials

HMF:H

c.c. R. H. Baldock

FORM S-A-1 5-33 5000 5-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEN

131-C

OREGON STATE HIGHWAY COMMISSION

SALEM

October 27, 1932

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

ATTENTION: H. G. Smith

Dear Sir:

Attached hereto you will find payroll, covering Green Creek-Jackson County Line Paving Job, submitted by W. E. Stewart which I have approved; however, I would like to have you check the following items and make such changes as appear proper:

1 - Was Stewart's salary set at $210? This is the maximum for resident engineer and new residents are usually started at $190 per month;

3 - J. R. Mitchell is shown from October 1st to 14th on the Knute Lien Job on Coquille River. On September 26th I notified Mitchell I would not have work for him after October 1st, and I believe about this time he went on into Salem. You wrote me September 29th that you would assign him soon to a plant inspector job. Is it proper to carry him for this period of time? Joe no doubt needs the money, and, if it meets with your approval, it is all right with me;

4 - So far as I know, W. C. Newell did not report at Grants Pass for some time after October 4th. He may have been getting ready for this job, so that his time should be charged to it, but I would like to have you check this item.

Very truly yours

E. A. COLLIER
Division Engineer

encl
cc R. H. Baldock
EAC:VR

RECEIVED
OCT 28 1932
STATE HIGHWAY COMMISSION
OREGON

FORM S-A-1 5001 SM 4-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

PR 131-C

OREGON STATE HIGHWAY COMMISSION

SALEM
October 22, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Green Creek-Jackson Co. Line
PR ?

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

In regard to the request of Dunn and Baker that Beaver Special Cement be permitted on a few panels on the Green Creek job in order to cross traffic over the toute, I beg to advise that Mr. Finkbiner does not approve of this cement. He states that it does not meet with the Bureau Specifications and that he would prefer to design a mix containing sufficient excess of ordinary cement to give the requisite three day test. He states that the addition of cement will give the desired strength in three days much more satisfactorily than by the use of Special Cement.

He also states that the Beaver Special Cement is not an extra strength cement and does not give the required strength in three days.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

Phoned Finkbiner Oct. 26th, to refuse permission to use the special cement I refused to.

HGS/H

FORM 2-A-1 8031 5M 4-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131-C

OREGON STATE HIGHWAY COMMISSION

SALEM

October 22, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

Concerning your letter regarding the concrete steps on the Green Creek-Jackson County Line Paving Contract, I beg to advise that the concrete steps are part of the right of way agreement.

It is my understanding that the Irrigation District donated the right of way but they were promised steps leading down to their dam or irrigation system.

The siphon pipes were also obligated as a right of way consideration after the original construction had been done.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

FORM S-A-1 3981 SH 4-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131-C

OREGON STATE HIGHWAY COMMISSION

SALEM

October 22, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

Regarding a letter from C. C. Gillette, County Judge of Josephine County concerning the use of gravel on the subgrade of the Green Creek Line Change, I beg to advise that there are a few spots of blue clay which the inspector states may be removed to a depth of 4" and backfilled with refuse from the gravel plant.

I do not understand that this is any considerable amount. We will, however, send samples of the material to the testing laboratory for inspection.

Yours very truly,

H. G. Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

CC to

E. A. Collier

HGS/H

PR 131-C

Oct. 20, 1952

Union Oil Company of California
Yeon Building
Portland, Oregon

Attention: Mr. C. S. Myer

Gentlemen:

Receipt is acknowledged of your letter of October 19th concerning the Dunn and Baker contract in Josephine County.

Please be advised that on September 28th Dunn and Baker were awarded contract No. 1413 which is known as the Green Creek-Jackson County Line Section of the Pacific Highway in Josephine County consisting of 2.06 miles of concrete pavement. The bond furnished in connection with this contract was written by the Fidelity and Deposit Company of Maryland for whom Clarence D. Porter, who has offices in the Failing Building in Portland, is Resident Agent. The amount of the bond is $58,338.50. The completion date of this contract is May 31st, 1953.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC

Secretary

ALL STOCK CAR SPEED RECORDS

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

6TH FLOOR YEON BUILDING
Portland, Oregon

ATWATER 8821

October 19, 1932

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: DUNN & BAKER
Klamath Falls, Oregon

It is our understanding that Dunn & Baker have been awarded a contract by the State of Oregon, in the vicinity of Grants Pass, Josephine County.

We anticipate furnishing these gentlemen with petroleum products on this operation and will therefor appreciate your giving us a complete description of the job, the name of the bonding company, its agent and the approximate date of completion.

For your convenience, we enclose herewith a stamped, self-addressed envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. S. Myer

LH:B

District Manager

RECEIVED
OCT 20 1932

FORM S-A-1 5400 2000 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RR 131 C

OREGON STATE HIGHWAY COMMISSION

SALEM

October 18, 1932

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Your letter of October 14th received in regard to the Green Creek-Jackson County Line Contract.

Accoring to your letter, it is possible that the estimate for this job has not already been forwarded to Washington. My estimate of the additional items is as follows:

60 ft.	of 18"	corrugated siphon pipe	at $2.00 -	$ 120.00
120 ft.	of 12"	siphon pipe	at 1.50 -	180.00
13 cu. yds.		concrete for lift boxes	at 22.00 -	286.00
9 "	"	concrete for steps	at 22.00 -	198.00
		Total		$ 786.00

If the estimate has gone forward, we can still get part of these items under the 10% allowance.

Very truly yours

E. A. COLLIER
Division Engineer

CC R. H. Baldock

EAC:VR

NOTED
State Highway Engineer

RECEIVED
OCT 19 1932
STATE HIGHWAY COMMISSION
OREGON

October 15, 1932.

Mr. F. I. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimates as basis for project agreement covering the Green Creek-Jackson County Line Section, Emergency Construction Project No. [illegible]-E.

Very truly yours,

R. H. [illegible],
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

H.S.P. by J. V. Koch/EH.
Encl.

Oregon State Highway Department

Emergency Construction
Project No. E-131-C.

GRANT CREEK-JACKSON COUNTY LINE SECTION

OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 13, 1932.

STATEMENT OF COMPLETED WORK

Part on Which New Work is to be Done (Sta. 207+00 to Sta. 316+00)

Final Cost on Road Work	$ 27,689.30
Final Cost on which Federal Aid was computed	27,210.89
Federal Aid paid on road work	13,605.14
Emergency Advance Funds paid on road work	13,605.15
Length of road work	2.040 miles
Cost per mile	13,402.57
Federal Aid paid per mile	6,565.85

Part on Which no Additional Work is to be done (Sta. 186+00 to Sta. 207+00)

Final Cost on Roadwork	$ 5,320.74
Final Cost on Which Federal Aid was Computed	5,225.69
Federal Aid paid on road work	2,614.28
Emergency Advance Funds paid on road work	2,614.54
Length of road work	0.397 miles
Cost per mile	13,402.57
Federal Aid paid per mile	6,565.85

Summary of Completed Work

Total cost, all completed road work	33,010.04
Total cost on which Federal Aid was computed	32,436.58
Total Federal Aid paid on road work	16,219.42
Total Emergency Advance Funds paid on road work	16,219.42
Length of roadway	2.465 miles

EMERGENCY WORK (Sta. 207+00 to Sta. 316+09)

Concrete Paving

11,000	cu. yds.	Excavation, Single Classification	$ 0.50	$ 5,500.00
17,000	yd. sta.	Overhaul	0.02	340.00
1,500	yd. mi.	Truck Haul	0.15	225.00
5,000	sq. yds.	Removal of Old Pavement	0.10	500.00
24,500	sq. yds.	Portland Cement Concrete Pavement	1.90	46,550.00

1,880	lin. ft.	Expansion Joints	0.17	314.80
18,800	lin. ft.	Contraction Joints	0.05	534.00
1,400	only	Dowels	0.20	280.00
7,800	lbs.	Tie Bars & Reinforcement	0.04	300.00
1,000	cu. yds.	Screened Gravel in Shoulders	1.20	1,200.00
1,200	cu. yds.	Crushed Gravel in Shoulders	1.50	1,800.00
200	cu. yds.	Filler	0.60	120.00
300	yd. mi.	Hauling Filler	0.15	45.00

Sub-total $ 50,536.80

10% Engr. & Cont. 5,636.88

Total $ 64,173.68

Length 2.066 miles

Cost per mile $ 31,081.15

Regular Federal Aid Funds Requested $ 19,251.70 (30%)

Emergency Construction Funds Requested 44,920.64

$ 64,173.68

State Funds for Construction: Chap 175, Laws 1917: Chap 31, Laws 1920

State Funds for Maintenance: Chap 41, Laws 1927

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 14, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

In regard to the Green Creek-Jackson County line contract, beg to advise that additional syphon pipes can of course be included in the contract provided you do not exceed the 10% which is allowable in addition to the contract for engineering and contingencies.

If it seems impossible to keep within the limits of the contract by the inclusion of these pipes, you should submit a new estimate immediately, so that we can get the estimate changed if it has not already been forwarded to Washington.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

NOTED

C.C

C.C

O.P. 131 C

October 15, 1932

Dunn & Baker,
Box 481,
Klamath Falls, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the paving of the Green Creek-Jackson County Line Section of the Pacific Highway in Josephine County.

Very truly yours,

Secretary

AJ

FORM S.H.-1 5400 9000 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131C

OREGON STATE HIGHWAY COMMISSION

SALEM

September 26, 1932

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
1932
COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Herewith Engineer's Estimate for comparison of bids for the Green Creek-Jackson County Line Paving Job. I have also shown how I arrived at the unit cost for concrete pavement and for shoulder gravel.

The gravel plant at Grants Pass has quoted the contractors $1.00 per yard for concrete gravel or sand at their plant and 75 cents for river-run gravel and $1.00 for crushed shoulder gravel. The average haul from this plant to the job will be 3.9 miles.

Very truly yours

E. A. COLLIER
Division Engineer

cc
R. H. Baldock
S. H. Probert

enclo
EAC:VR

Green Creek – Jackson County Line

Engineer's Estimate

September 26, 1932

RECEIVED
SEP 27 1932

1.	Excavation	11,000 cu. yd.	@ .40	$ 4400.
2.	Overhaul	17,000 " "	@ .03	510.
3.	Truck haul	1,500 " "	@ .20	300.
4.	Removal of Old Pavement	5,000 " "	@ .40	2000.
5.	Concrete Pavement	24,500 " "	@ 2.22	54390.
6.	Expansion Joints	1, 850 lin.ft.	@ .20	370.
7.	Contraction Joints	12,800 lin.ft.	@ .03	384.
8.	Dowels	1,400	@ .25	350.
9.	Tie Bars & Reinforcement	7.500	@ .05	375.
10.	Screened gravel for shoulders	1,600	1.40	2240.
11.	Crushed gravel for shoulders	1,200	1.65	1980.
12.	Filler	300	.50	150.
13.	Hauling filler	300	.20	60.
				$ 67509.

Green Creek – Jackson County Line

September 26, 1932

RECEIVED
SEP 27 1932
STATE HIGHWAY COMMISSION

Concrete Pavement:

Set up batcher at gravel plant on Railroad spur 2.9 miles west of west end of job.

Concrete:

Gravel	@ 1.00	per cu. yd.	0.8	$ .80
Sand	@ 1.00	" " "	0.5	.50
Cement	@ 2.80	bbl. net	1.54	4.32
Set up batcher				.20
Batching labor and rental equipment				.25
Hauling to job 3.9 average haul	@ .20			.78
Mixing, placing and finishing				2.00
Forms and curing				.50
				$ 9.35 per cu. yd.

$9.35 ÷ 4.93 = $1.90 per sq. yd.
Prepare sub-grade .05
Detour gravel .04
Detour bridges .03
Profit @ 10% .20

$2.22 per sq. yd.

Shoulder gravel crushed	$1.00	Screened	$ .75
Haul 3.9 @ .10	.40		.40
Rolling and sprinkling	.25		.25
	$1.65		$1.40

September 20, 1932.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying specifications and five bid proposals for the paving of the Green Creek-Jackson County Line Section, Project S-137-C. Five blueprint copies of Sheet 2 of the plans, which sheet has been revised to show the paving items, and five blueprint copies of Sheet No. 2-A, showing the typical paving details, are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

Oregon State Highway Department

Emergency Constr. Highway
Project No. E-131-C.

[redacted]

[redacted]

(Estimate with paving specifications. Not as basis for project agreements)

Salem, Oregon, September 20, 1932.

STATEMENT OF COMPLETED WORK

Part on Which New Work is to be Done (Sta. 207+00 to Sta. 316+09)

Final Cost on Road Work	$ 27,698.30
Final Cost on which Federal Aid was computed	27,218.29
Federal Aid paid on road work	13,609.14
Emergency Advance Funds paid on road work	13,609.15
Length of road work	2.066 miles
Cost per mile	13,402.37
Federal Aid paid per mile	6,585.25

Part on Which no Additional Work is to be Done (Sta. 186+00 to Sta. 207+09)

Final Cost on Roadwork	$ 5,320.74
Final Cost on Which Federal Aid was Computed	5,228.69
Federal Aid paid on road work	2,614.35
Emergency Advance Funds paid on road work	2,614.34
Length of road work	0.397 miles
Cost per mile	13,402.37
Federal Aid paid per mile	6,585.25

Summary of Completed Work

Total cost, all completed road work	33,010.04
Total cost on which Federal Aid was computed	32,438.98
Total Federal Aid paid on road work	16,219.49
Total Emergency Advance Funds paid on road work	16,219.49
Length of roadway	2.463 miles

NEW WORK (Sta. 207+00 to Sta. 316+09)

Concrete Paving

11,000	cu. yds.	Excavation, Single Classification	$0.30	$ 3,300.00
17,000	yd. sta.	Overhaul	0.02	340.00
1,500	yd. mi.	Truck Haul	0.15	225.00
5,000	sq. yds.	Removal of Old Pavement	0.30	1,500.00
24,500	cu. yds.	Portland Cement Concrete Pavement	1.75	42,875.00

1,870	lin. ft.	Expansion Joints	$ 0.15	$ 277.50
12,800	" "	Contraction Joints	0.03	384.00
1,400	only	Dowels	0.15	210.00
7,500	lbs.	Tie Bars & Reinforcement	0.04	300.00
1,600	cu. yds.	Screened Gravel in Shoulders	1.25	2,000.00
1,200	cu. yds.	Crushed Gravel in Shoulders	1.50	1,800.00
300	cu. yds.	Filler	0.30	90.00
300	yd. mi.	Hauling Filler	0.12	36.00
				$35,331.50
		10% Engr. & Cont.		3,333.13
		Total.....		$38,686.63

Length 2.066 miles

Cost per mile.....$18,405.92

Regular Federal Aid Funds Requested	$ 17,605.99
Emergency Construction Funds Requested	21,080.66
	$ 38,686.63

PR 131-C

September 25, 1931

Aetna Casualty &Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to D. L. Ashton of Lebanon on State Highway Contract #1267 for the widening and regrading of the Green Creek-Jackson County Line Section of the Pacific Highway in Josephine County.

This payment will be made on or after October 1, 1931.

The State is not advised of any unpaid claims for labor or materials, or of any existing claims, debts, dues or demands incurred by the contractor in connection with this work remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims, should there be any.

For your information, we wish to advise that the total amount paid to Mr. Ashton in connection with this contract will be $31,396.04, including the final payment. Of this amount, $1,707.39 was for force account work.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JMcF:AJ

P[131@

FIELD ENGINEER'S WEEKLY REPORT

September 10, 1931.

Mr. W. E. Chandler,
Division Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

As requested in your letter transmitting the final records of the Green Creek-Jackson County Line Section, we are mailing to you today, under separate cover, two blueprint copies of the construction profile for this section.

We will make a tracing of the 100-foot map of this section at an early date, and, when it is completed, will forward a blueprint copy to you for your files.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. A. Skelley,
Chief Draftsman.

EAS:ER

Form 39—E-18160—1500—9-30.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 17th, 1931

Job name Green Creek & Jackson County Line

Week from August 9th *to* August 15th

Mail address Medford, Oregon

Highway Pacific

Telegraph or telephone address Same

County Josephine *Job prefix* 17 PG

Express and freight address Same

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor moved shovel off job July 29th.

Finishing of details completed July 31st.

Sent in final estimate August 15th.

RECEIVED
AUG 19 1931

(See back of this sheet for instructions and detailed information.)

Signed C H Armstrong

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 2.66

Miles completed 2.66

Miles completed except finishing ----

Total cubic yards in project 53,337.9

Cubic yards moved to date 53,337.9

Miles covered by contractor's forces -----

Miles cross-sectioned 2.66

Miles cross-sections completed and checked 2.66

Miles to be remeasured None

Number men in Engineering Party 3

Contractor's average force for week ---- *men,*

------ *teams,* ------ *steam shovels*

Grading work will be completed about July 31, 1931.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 17 PG ..... *Percentage* 100
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 9, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
JUN 1 - 1931

Dear Sir:

Reference is made to voucher submitted by you for Oregon Emergency Federal Aid Project No. 131-C covering period February 26, 1931, to April 20, 1931, in the amount of $12,200.72.

Your attention is invited to the fact that there is an error in the extension of the following item as submitted by you: "264 Lin.Ft. 12" Concrete Pipe @ $1.10 - $290.14." The correct extension is $290.40.

This voucher was passed for payment in the amount claimed by you but we would ask you please to include this correction in the next voucher submitted for this project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

PR 131C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

April 4, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing three copies of project agreement covering the Construction of Oregon Emergency Federal Aid Project No. 131-C.

You will note that the Federal Aid has been increased to 50% of the total cost from the amount shown in your estimate of March 9, which is in accordance with Regulations governing the Emergency Act. The Advance funds have been reduced accordingly to 50% of the cost.

Will you please have the Commission sign and return the agreements at an early date.

Very truly yours,

W. H. LYNCH
District Engineer
by H. Klaupeis

PR 131C

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. BATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

PR #

March 26th
1 9 3 1

Mr. S. H. Probert
Oregon State Hwy. Commission
Salem, Oregon.

Dear Sir:-

We are inclosing herewith a 50' to the inch tracing showing right of way across the H. A. Corliss property on the Green Creek-Jackson County Line Section of the Pacific Highway in Josephine County.

Will you please send us four blue print copies of this map.

Yours truly,

WM. E. CHANDLER
Division Engr.

By C D Cannon
C. D. Cannon
Office Engr.

CDC/F
Inc.

Sent March 28.
Tracing returned
with print
KF

PR 131C

Gold Hill News
GOLD HILL, ORE.

Glendale Log
GLENDALE, ORE.

Jacksonville Post
JACKSONVILLE, ORE.

"THE PAPERS THAT STAY IN THE HOMES"

ADS THAT PAY — NIFTY JOB PRINTING

Mac's Printing Co.
C. J. SHORB, Manager

NOTED

Gold Hill, Oregon
March 21, 1931

H. B. Van Duzer, Chairman
Oregon State Highway Com.
% Roy A. Klein, Secretary.

Dear Sirs:--

It has come to the attention of the Gold Hill Chamber of Commerce that an extensive change is anticipated in the highway between Grants Pass and Rogue River and that this change in the Pacific highway will necessitate considerable new highway.

In this regard, the local Chamber of Commerce wishes to petition your honorable body to specify in your call for bids for the surfacing of this stretch of highway, Oregon made Cement instead of the usual type of surfacing. In making this specification we believe that your honorable commission will be doing a very wise thing for many reasons, viz:

We believe that concrete is the cheapest when safety and longevity is taken into consideration.

Concrete paving is more easily navigated by the motorist due to the more gradual slope to the gutters and also the less liklihood of skidding.

That this portion is in a section much effected by fogs and the concrete makes driving in fog easier, swifter and safer.

Also the fact that Oregon cement is the product of our own hills and factories, manufactured by Oregon citizens and taxpayers in the state of Oregon where we are all receiving our livlihood. That by the patronizing of this local business the state will be insured of better highways at less per annum cost and at the enhancement of a great Oregon industry, its employees and the general business of the state of Oregon.

We humbly submit this petition with the hope that your commission will see the justice, feasibility and need for our desire in this and all other highway work in the state of Oregon.

Respectfully Yours,
GOLD HILL CHAMBER OF COMMERCE

By A. A. Walker Pres.

C. J. Shorb Secretary.

PR 131

PR*

March 16, 1931.

Mr. E. E. Chandler,
Division Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

In line with the instructions which appear in the lower left-hand corner of the extra work order form, it will be necessary to issue two orders to cover the work which is included in the enclosed order.

As the drain tile work apparently is in no way related to the work in connection with the pipe line crossings, it should be covered by one order, and the work on the pipe line crossings by another.

The foregoing relates to the E. L. Ashton contract for the regrading of the Grave Creek-Jackson County Line Section of the Pacific Highway. In this connection you will note that the name of the job, as shown on the said's work order, is incorrect.

Very truly yours,

MAT A. KLEIN,
State Highway Engineer,

By

S. E. Probert,
Office Engineer.

SEP:MR

cc C. H. Armstrong

encl.

PR 131 C

March 16, 1931

W. L. Ashlock
827 - 2nd St.
Lebanon, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the widening and regrading of the Green Creek-Jackson County Line Section of the Pacific Highway in Josephine County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

HBC:S

Secretary

PR131c

March 8, 1951.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Herewith are enclosed six copies of estimate to be made a part of project agreement covering the Green Creek-Jackson Highway Link Building Project No. 1[illegible] to Flat

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EM.

encl.

Emergency Project No. 181-C

[redacted]

[redacted]

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, March 9, 1931.

All Required	Clearing and Grubbing		$1,200.00
66,000 cu. yds.	Excavation, Single Classif.	$ 0.20	13,200.00
110,000 yd. stns.	Overhaul	0.015	1,700.00
7,000 yd. mls.	Truck Haul	0.20	1,400.00
210 cu. yds.	Class "A" Concrete	20.00	4,200.00
22,000 lbs.	Metal Reinforcement	0.07	1,540.00
200 lin. ft.	15" Concrete Pipe	1.10	220.00
800 lin. ft.	18" Concrete Pipe	1.25	1,000.00
100 lin. ft.	24" Concrete Pipe	3.00	300.00
		Sub-total.....	$34,040.00
		10% Engr. & Contg.....	3,404.00
		Total.....	$37,444.00

Length of Project 2.465 miles

Cost per mile $15,192.50

Estimated per cent complete on Sept. 1, 1931 100%

Federal Aid Funds	$11,233.20
Emergency Advance Funds.....	20,894.80
State Funds.....	5,316.00
	$37,444.00

State funds for Construction: Chapter 175, Laws 1917; Chapter 51, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

February 19, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 131-C, on which bids were opened today.

This is to confirm our prior verbal concurrence today in the award of the contract to D. L. Ashton, Lebanon, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

Form 39—E-18160—1500—9-30.

PR 131 C
NOTED
State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date February 28, 1931., *193*

Job name Green Creek - Jackson County Line. *Week from* February 22 *to* February 28.

Mail address Medford, Oregon.

Highway Pacific *Telegraph or telephone address* " "

County Josephine *Job prefix* 17-PG *Express and freight address* " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started work on Thursday, February 26, 1931, with crew of five men, clearing, Sta. 211 south. They have added more men, so that to-day they have about fifteen working on the clearing. Contractor has sublet part of the clearing to local men; also the culvert construction. Mr. Ashton expects to get started at once on the box culvert, Sta. 210+40, so as to get it completed before irrigation season.

Party has staked box culvert, Sta. 210+40; also the right of way. Some difficulty was encountered with Mr. Worliss, but after the Condemnation Complaint was filed we had no further trouble.

(See back of this sheet for instructions and detailed information.)

Signed C. A. Armstrong

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 2.46

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project 65,000

Cubic yards moved to date .....

Miles covered by contractor's forces .01

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 3

Contractor's average force for week 7 *men,*

--- *teams,* --- *steam shovels*

Grading work will be completed about July 31, 1931.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 17-PG *Percentage* 33-1/3
2. 15-VJ *Percentage* 33-1/3
3. 94-DF *Percentage* 33-1/3
4. ..... *Percentage* .....

PR 131 C

Feb. 11, 1931.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sirs

Herewith are enclosed six copies of estimate accompanying plans and five bid proposals for the grading of the Green Grants-Jacksonville County Line Section, Project No. 131-C. Five sets of blueprint plans for this work are being sent under separate cover. This work is being undertaken as an emergency project on which we expect to request emergency advance funds.

Very truly yours,

[redacted]
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

enclo.

Oregon State Highway Department Emergency Project No. 121-C

GRANT CREEK--JACKSON COUNTY LINE SECTION

OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, Feb. 11, 1931.

All Required	Clearing and Grubbing			$2,000.00
65,000 cu. yds.	Excavation, Single Classification	$ 0.60		39,000.00
110,000 yds. stns.	Overhaul		0.05	5,500.00
7,000 yds. mi.	Truck Haul		0.25	1,750.00
210 cu. yds.	Class "A" Concrete		22.00	5,000.00
22,000 lbs.	Metal Reinforcement		0.08	1,760.00
200 lin. ft.	12" Concrete Pipe		1.50	300.00
800 lin. ft.	18" Concrete Pipe		2.00	1,600.00
100 lin. ft.	24" Concrete Pipe		4.00	450.00
	Sub-total			$ 58,360.00
	10% Engr. & Cont.			5,834.00
	Total			$ 64,194.00

Length of Project	2.465 miles	
Cost per mile	$25,028.01	
Estimated per cent complete by Sept. 1, 1931		100%
Federal Aid Funds	$21,575.40	(38%)
Emergency Advance Funds	33,904.20	(55%)
State Funds	8,134.40	
	$21,344.00	

PR 131C

PR*

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. E. CHANDLER DIVISION ENGINEER
GRANTS PASS, OREGON

Feb. 11, 1931.

Mr. W. E. Chandler,
Highway Division Engineer,
Grants Pass, Oregon.

Dear Sirs

In accordance with your letter of February 9th, we are mailing to you, under separate cover, the platted cross-sections for the Green Creek-Jackson County Line Section of the Pacific Highway.

It is usually our practice to forward the cross-sections to the Bureau of Public Roads along with the federal aid plans, but, in this instance, we have obtained the Bureau's consent to return the cross-sections to you without their having had an opportunity to look them over, it being understood, however, that if the Bureau should have occasion to use the platted cross-sections in making its check of the federal aid plans, the sections will be forwarded to them upon request.

Very truly yours,

ROY A. KLEEN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

SHP:ER

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

February 9th
1 9 3 1

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon.

Attention: S. H. Frobert.

Dear Sir:-

Will you please send plotted cross sections for the Green Creek revision of the Pacific Highway south of Grants Pass, when you are thru with them.

Yours truly,

WM. E. CHANDLER
Division Engr.

By C D Cannon
C. D. Cannon
Office Engr.

CDC/f

CONTRACT
#1271

PR 139-D Hot Lake-Union Sec. 1931

#1271

#1371
Union Co

December 2, 1931

PR1398

Commercial Casualty Insurance Company,
C. A. Mansfield, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1371 for the construction of the La Grande-Union Section of the Old Oregon Trail in Union County consisting of 4.9 miles of resurfacing and furnishing broken stone, has been completed by the contractors, Hart Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 18th, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $68,090.60 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dist. by J. McFarland.

PR 1390

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

October 14, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please advise us concerning the action taken in connection with the extension of time for the Hart Construction Co. on Oregon Emergency Federal Aid Project No. 139-D, contract No. 1271.

If this overrun resulted in formal action on the part of the Commission, please send us four copies of excerpts from the minutes covering the action taken.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Copies out 10/27/31 JLO

RECEIVED
OCT 15 1931

PR 1398

FORM S-M-1 F-25767 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

October 10, 1931.

RECEIVED
OCT 12 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Contract No. 1271.
La Grande-Union Section.

Dear Sir:

Herewith please find Price Agreement covering the stock piling of 1,000 cubic yards of rock east of Union, Oregon, for use in connection with future oiling on the Union-Telocaset Section. This is the order which Mr. Baldock approved on his trip to Salt Lake, and which I discussed with you over the telephone.

Very truly yours,

H G Smith

HGS:OW
Encl.

Division Engineer.

Form 38—E-17100—2M—6-30

OREGON STATE HIGHWAY DEPARTMENT

PR 1392

FIELD ENGINEER'S WEEKLY REPORT

Date October 5, 1931

Job name La Grande-Union

Week from September 27 *to* October 4

Mail address La Grande, Oregon.

Highway Old Oregon Trail

Telegraph or telephone address La Grande, Oregon.

County Union *Job prefix* 31 PH

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work of the original contract on this section was completed September 30th. The contractors are now producing approximately 1000 cubic yards of additional rock as per Price Agreement No. 3. This rock is being stock piled approximately 2.0 miles East of Union, Oregon.

RECEIVED
OCT 5 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed A. C. Miller

Title Res. Eng.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ..... 4.9 miles

Miles completed ..... 4.9 miles

Miles partially done .....

Total cubic yards in project ..... 28,000 cu.yds.

Cubic yards produced to date ..... 28,000 cu.yds

Average daily yardage produced this week ..... 100 cu.yds.

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 21 *men,*

..... 1 *teams* ..... 4 *trucks*

Project will be completed about ..... Complete Sept. 30

Number of men in Engineering Party ..... 2 checkers

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 31 PH ..... *Percentage* 100

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

Form 89—F-21635—5M—5-31

PR 1392

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date September 5, 1931

Job name Kamela-Union Bituminous Macadam and Oiling Project

Week from Aug 29 *to* Sept 5

Mail address LaGrande

Highway Old Oregon Trail

Telegraph or telephone address LaGrande

County Union *Job prefix* 31 B C

Express and freight address LaGrande

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Lone Tree-Hot Lake section completed this week, Contractor moved from LaGrande to Brogan to seal Brogan-Ironside section, and commenced hauling material September 3 on that section.

RECEIVED
SEP 9 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed W. H. Stewart

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

...y reports are required to be submitted by all Locating Resi- ... other Field Engineers. Separate reports must be submitted ... job, and no single report shall cover more than one job.

... reports shall be mailed by not later than Sunday night. The ori...inal copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 33.5

Miles paving completed 33.5

Total square yards in project 386,293

Square yards completed to date 386,293

Average daily square yards this week .....

Miles shoulders completed both sides 26

Contractor's average force for week ..... 25 *men,*

..... *teams,* ..... 12 *trucks*

Job will be completed about ..... September 12,1931

Number of men in Engineering Party 7

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 31 B C ..... *Percentage* 50%
2. ..... 1 B D ..... *Percentage* 50%
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1281

August 26, 1931

Mr. H. C. Smith,
Division Engineer,
La Grande, Oregon.

139-D

Dear Sir:

We hand you herewith copy of a letter from J. C. Compton in which he requests an extension of time on contract No. 1281 - Kamela-Union Section of the Old Oregon Trail in Umatilla and Union Counties.

Kindly advise us of your recommendation in connection with the granting of this extension of time.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

FORM S-M-1 P-55170 500 6-31

COMMISSION
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

P.A. 1390

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON
July 23, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Baldock

Dear Sir:

Herewith please find Price Agreement covering the 1" material which we found necessary to purchase from the Hart Construction Company in order to obtain clean rock on the La Grande-Union Section.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

RECEIVED
JUL 24 1931
OFFICE OF
Assistant State Highway Engineer

Agr. 9928

Form P. R. 2

[redacted] State Oregon
FEDERAL AID Project No. 120, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5818

C

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of May, 1931

by and between The State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of November, 1927, a project statement, which was approved by the Secretary on the 7th day of January, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 18th day of February 1931, and approved by the Secretary on the 30th day of June, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, two hundred eighty-seven and 85/100

dollars ($ 20,287.85) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

Section D of

8—5518

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by con-

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $20,227.85, which may be provided in whole or in part from the
(Include amount, date, and citation of
State's apportionment of "Advance Funds" under the Emergency Act of December 20,
act of legislature by which authorized)
1919 (Public No. 180 - 71st Cong.), and any part thereof not provided from such
"Advance Funds" shall be met from State funds available for expenditure by the
Highway Department under Chap. 178, Laws of 1917,
(Include amount, date, and citation of statute
and Chap. 31, Laws of 1920.
by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

.....
(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 457+40 in the N.E.¼ of S.E.¼ of Sec. 5, T.4 S.,
R.39 E., W.M., at the east end of the overhead crossing of the O.W.R.& N. Ry.,
and survey station 699+00 in the town of Union (excepting therefrom the bridge
across Catherine Creek at sta. 625+75, 80 ft. in length.),

..... terminal points, a distance of 4.320 miles, known
locally as the Hot Lake-Union Section of the Old Oregon Trail, between La Grande
and Ontario, Union County, being Oregon Emergency Federal Aid Project No. 130,
Section D.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1935, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, when traffic conditions require, it will use every means at its command to place, or to have placed, upon the road embraced in this project such additional surfacing as will adequately meet the traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of twenty thousand, two hundred eighty-seven and 85/100 dollars ($ 20,287.85), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty thousand, five hundred seventy-five and 70/100 dollars ($ 40,575.70), the approved total estimated cost of Section D of said project.

S -5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____
(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

_____ the State Treasurer _____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall *payment or payments* made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ Chap. 41, Laws of 1927. _____
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

7

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorising funds, probable amount annually available, and how to be placed under direct control of Highway Department)

*(b) By the _____, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorising funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 30th day of June, 1931

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

[SEAL]

Geo. R. McMinnville
Acting Secretary of Agriculture.

STRICKEN OUT

5-5318

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 457+40 in the N.E.¼ of S.E.¼ of Sec. 5, T.4 S., R.39 E., W.M., at the east end of the overhead crossing of the O.W.R.& N.Ry., and survey station 699+00 in the town of Union (excepting therefrom the bridge across Catherine Creek at sta. 585+75, 60 ft. in length) locally known as the Hot Lake-Union Section of the Old Oregon Trail, between LaGrande and Ontario, Union County, and designated in the records of this Department as Project No. 139,/ Emergency Federal Aid Section D, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $40,575.70 as the total estimated cost of Section D of said project, and the sum of $20,287.85 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30th day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Hudson
Acting *Secretary of Agriculture.*

8—4830

PR(1320

July 2, 1951

Mr. J. C. Compton
McMinnville, Oregon

Dear Sir:

Following your visit here a few days ago and our conversation concerning progress on the La Grande-Union resurfacing, I took the matter up with Division Engineer H. G. Smith and now have his reply, dated June 26, which I am passing on to you for your information:

"Regarding the progress of Hart Brothers on the La Grande-Union resurfacing, beg to advise that we have done everything possible to assist them in getting into production. They got a very bad shot on the quarry through inexperience although they had the advice of a Dupont powder expert. Since then we loaned them Joe Gurney and his powder man for a few days to show them how to shoot the quarry and I believe they will have better success in shooting from now on.

"They have always worked twenty hours per day and it would seem that that is about all the effective time they can run. If they can maintain production which they have had in the last week or ten days they will have sufficient rock for Compton to start about the first of August. They are being given every assistance possible and I do not believe anything can be gained by trying to drive them harder as they are rather inexperienced in crushing rock and get very discouraged if too much is said to them."

Very truly yours

State Highway Engineer

RAK:HI

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON June 26, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

La Grande-Union Section.

Dear Sir:

Regarding the progress of Hart Brothers on the La Grande-Union resurfacing, beg to advise that we have done everything possible to assist them in getting into production. They got a very bad shot on the quarry through inexperience although they had the advice of a Dupont powder expert. Since then we loaned them Joe Garney and his powder men for a few days to show them how to shoot the quarry and I believe they will have better success in shooting from now on.

They have always worked twenty hours per day and it would seem that that is about all the effective time they can run. If they can maintain production which they have had in the last week or ten days they will have sufficient rock for Compton to start about the first of August. They are being given every assistance possible and I do not believe anything can be gained by trying to drive them harder as they are rather inexperienced in crushing rock and get very discouraged if too much is said to them.

Very truly yours,

H G Smith

Division Engineer.

HGS V

RECEIVED
JUN 29 1931
OREGON
STATE HIGHWAY COMMISSION

Form 30—E-17100—2M—6-30

PR 1392

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 27, 1931

Job name Kamela-Union Bituminous Macadam and Oiling Project

Week from June 21 to June 27

Highway Old Oregon Trail

Mail address Kamela

County Union and Umatilla Job prefix 31 B C

Telegraph or telephone address Kamela

Express and freight address Kamela

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor is making good progress considering length of rock haul. Moved headquarters from Baker to Kamela June 24, Wednesday of this week. Started laying oil Thursday, June 25.

RECEIVED
JUN 30 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed W. H. Stuart

Title Res. Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams ..... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 14.4

Miles paving completed None

Total square yards in project 169,100

Square yards completed to date None

Average daily square yards this week .....

Miles shoulders completed both sides None

Contractor's average force for week 40 men,

..... teams, 8 trucks

Job will be completed about Aug 31,1931

Number men in Engineering Party 5

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 31 B C *Percentage* 57%
2. 1 B D *Percentage* 43 %
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 1320

June 24, 1931.

Mr. H. G. Smith
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Mr. J. C. Coppten was in this morning and stated that Hart Brothers who have the contract for furnishing the crushed rock between Lone Pine and Union have not yet made any appreciable showing. He is afraid that he will be there with his crew before they have the rock out which will be necessary for his oiling, and has asked us that we crowd Hart Brothers as much as possible in order not to delay his operations.

I note from the last weekly report that thus far only a small portion of the crushed rock required has been produced, although the reports state that the contractor is working two shifts. Probably you are already watching this feature, but it looks as if it were necessary that we take some steps to speed up production. Possibly the contractor could work three shifts on this job.

Please give me a report on this at your convenience.

Very truly yours

State Highway Engineer

RAK:HI

PR 1390.

April 20, 1951

J. C. Compton
McMinnville, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the bituminous macadam and oiling project on the Kamela-Union Section of the Old Oregon Trail in Umatilla and Union Counties.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

COMMISSIONERS
H. H. VAN GILDER, Chairman, Portland
C. T. GATES, Medford
M. A. LYNCH, Redmond

PP.1390

OREGON STATE HIGHWAY COMMISSION

LA GRANDE, OREGON

April 11, 1931.

Mr. Roy A. Klein,
Mr. H. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sirs:

We are enclosing herewith three copies of resolution passed by the Council of the City of Union, guaranteeing that no encroachments will be permitted within the right-of-way of that portion of Project No. 130-D, which is situated within the city limits.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. H. Nash/MH.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

April 9, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
APR 10 1931
OREGON
STATE HIGHWAY COMMISSION

Attention: Mr. Glaisyer

Dear Sir:

Enclosed please find four copies of a resolution passed by the City Council of Union, Oregon, relative to the rights of way of the Oregon Trail Highway through the City of Union.

Very truly yours,

H. G. SMITH,
Division Engineer.

By:
W. C. Williams,
Office Engineer.

WCW:CW

RESOLUTION

WHEREAS, State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway, is routed through the City of Union, Union County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

Main Street, entire length

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Union will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Union, Union County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Union, County, Oregon, this 7 day of April 1931.

Attest:

C. L. Caldwell
Mayor.

T. J. Cock
City Recorder.

- - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Union, Union County, Oregon, on the 7 day of April 1931 at the regular meeting of said Common Council.

Dated this 9 day of April, 1931.

T. J. Cock
City Recorder.

PR.139D

April 28, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Hot Lake-Union Section, Project No. 139-D.

Very truly yours,

R. A. KLEIN,
State Highway Engineer,

By

R. H. Probert,
Office Engineer.

Enc. by J. H. Lynch/EL.

enc.

Oregon State Highway Department — Emergency Project No. 120-B

[illegible]

OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1931.

Excavation.

4,000 cu. yds.	Salvaging Surfacing Materials	$0.60	$2,400.00
17,800 " "	Gravel Topping	0.45	7,520.00
65,000 yds. mls.	Hauling Gravel Topping	0.15	9,750.00
4,200 cu. yds.	Broken Stone Surfacing	2.00	8,400.00
1,000 " "	Filler	0.20	200.00
3,000 yds. mls.	Filler Haul	0.14	420.00
600 M-Gals.	Sprinkling	2.35	1,410.00
			$30,100.00

Oil Mat Surface Treatment

Aggregate

800 cu. yds.	3/4" - 1/2" Scale. in Stk. Pile	1.15	$ 920.00
450 " "	1/2" - 1/4" " " " "	1.25	562.50
110 " "	1/4" - 0" " " " "	-- --	-- --
2,000 yds. mls.	Hauling Broken Stone (Pile Runs.)	0.14	280.00
			$ 1,067.00

Constructing Surface

4.8 miles	Preparation of Base	$0.00	$ 240.00
1,200 cu. yds.	Placing Mineral Aggregate	1.20	1,920.00
1,200 yds. mls.	Hauling " "	0.20	300.00
150 tons	No. 3 Oil in Place	28.50	4,275.00
			$6,445.00

Sub-total	$38,267.00
10% Engr. & Cont.	3,808.70
TOTAL	$40,075.70

Length of Project, including bridge — 4.032 miles
" " Katherine Bridge (Non-Participating) — .012 "
" " Project, excluding bridge — 4.020 "

Cost per mile, $8,047.00

Estimated percentage of work to be complete on Sept. 1, 1931 — 100%

Federal Aid Requested		$80,397.05 (ECE)
Emergency Advance Funds Requested		[redacted] (ECE)
	TOTAL	$80,978.70

State Funds for Construction Chapter 178, Laws 1919; Chapter 81, Laws 1920

" " " Maintenance Chapter 41, Laws 1929.

P.1.139-D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

April 2, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence today in the award of contract on Oregon Federal Aid Project No. 139-D to J. C. Compton, McMinnville, Oregon who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

PR 139 D

March 20, 1931.

Mr. H. L. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying specifications and five bid proposals on the Hot Lake-Union Section, Emergency Project No. 139-D. Five blueprint copies of Sheet No. 2 of the plans, which has been revised, are being sent under separate cover.

Very truly yours,

[illegible]
State Highway Engineer,

By

R. L. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

encl.

7616—21

Oregon State Highway Department — Emergency Project No. 128-B

OIL MAT-SURFACE TREATMENT

OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate with specifications for oil mat surface treatment. Set up basis for project agreement.)

Salem, Oregon, March 26, 1931.

Resurfacing

3,000 cu. yds.	Salvaging Surfacing Matls.	$0.60	$ 1,800.00
17,000 " "	Gravel Topping	0.45	7,650.00
65,000 yd. mls.	Hauling Gravel Topping	0.15	9,750.00
4,200 cu. yds.	Broken Stone Surfacing	3.00	12,600.00
1,000 cu. yds.	Filler	0.20	200.00
3,000 yd. mls.	Filler Haul	0.14	420.00
600 M-Gals.	Sprinkling	2.25	1,350.00
			$ 33,770.00

Oil Mat Surface Treatment

Aggregate

600 cu. yds.	3/4" - 1/2" Matls. in Stk. Pile	1.25	$ 750.00
450 " "	1/2" - 1/4" " " " "	1.25	562.50
110 " "	1/4" - 0" " " " "	--	--
3,000 yd. mls.	Hauling Broken Stone(Pile Mass.)	0.14	420.00
			$ 1,987.00

Constructing Surface

4.9 miles	Preparation of Base	$ 125.00	$ 612.50
1,250 cu. yds.	Placing Mineral Aggregate	1.25	1,687.50
1,500 yd. mls.	Hauling Mineral Aggregate	0.25	375.00
150 tons	No. 5 Oil in Place	32.00	4,800.00
			$ 7,475.00

Sub-total	$ 37,917.00
10% Engr. & Cont.	3,791.70
Total	$ 41,708.70

Length of Project, including Bridge	4.932	miles
" " Katherine Bridge (non-participating)	.012	"
" " Project, excluding bridge	4.920	"
Cost per mile	$8,477.57	
Estimated per cent of work complete on Sept. 1, 1931	100%	

Federal Aid Requested	$20,854.35
Emergency Advance Funds Requested	20,854.35
	$41,708.70

Form 39—C-7616—2M—1-38.

PR 139D

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 14, 1938.

Job name La Grande-Union — *Week from* March 8 *to* March 15

Mail address La Grande, Oregon.

Highway Old Oregon Trail — *Telegraph or telephone address* La Grande, Oregon.

County Union — *Job prefix* 31 PH — *Express and freight address* La Grande, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The Hart Construction Company, general contractors on this section, started work March 8th. The subgrade was prepared for a distance of one-half mile, and the salvaged material stock piled for future use. The placing of pit-run gravel started March 13th. Through the necessity of minor adjustments around the pland, very little work has been accomplished to date. Some preliminary work has been done at the quarry site near Hot Lake. A road has been constructed to the quarry site and a compressor has been moved in. Drilling of the quarry will be started immediately, and erection of the crushing plant will be started within the next week or ten days.

(See back of this sheet for instructions and detailed information.)

Signed W. C. Sullivan

Title Res. Engr.

RR 139 P

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 4.8

Miles completed None

Miles partially done .2

Total cubic yards in project 25,000

Cubic yards produced to date 800 cubic yards gravel

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time 210 yards

Contractor's average force for week 15 men,

4 teams, 8 trucks

Project will be completed about July 15th.

Number of men in Engineering Party 3

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

March 9, 1931.

Mr. B. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Ket Lake-Union Section, Project No. 120-B.

Very truly yours,

GEO. A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Note by J. V. Nash/EK.

encl.

Oregon State Highway Department — Emergency Project No. 120-B

HOT LAKE—UNION SECTION

OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 7, 1931.

4,000 cu. yds.	Salvaging Surfacing Materials	$0.80	$ 2,600.00
17,500 cu. yds.	Gravel Topping	0.45	7,875.00
65,000 yd. mi.	Hauling Gravel Topping	0.12	8,100.00
4,200 cu. yds.	Broken Stone Surfacing	2.00	8,400.00
1,000 cu. yds.	Filler	0.20	200.00
3,000 yd. mi.	Filler Haul	0.14	420.00
600 M-Gals.	Sprinkling	2.25	1,350.00
57,000 sq. yds.	Oiling	0.15	7,410.00
	Sub-total		$35,355.00
	10% Engr. & Cont.		3,539.00
	Total		$39,494.00

Length of Project, including Bridge — 4.932 miles
Length of Katherine Creek Bridge (Non-Participating) — .012 "
Length of Project, excluding Bridge — 4.920 "

Cost per mile — $8,025.30

Estimated per cent complete September 1, 1931 — 70%

SUMMARY

Item	Total Cost	Federal Aid	Reservoir Advance Funds	State Funds
Work done prior to September 1, 1931.	$31,192.78	$ 9,357.82 (30%)	$17,156.01 (55%)	$4,678.92
Work done after September 1, 1931.	8,291.72	5,159.95 (62.25%)	- -	3,131.80
	$39,484.50	$14,517.77	$17,156.01	$7,810.72

State funds for Construction: Chapter 173, Laws 1917; Chapter 51, Laws 1929.

State funds for Maintenance: Chapter 41, Laws 1927.

PR 139-D

Feb. 14, 1951.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sirs

Herewith are enclosed six copies of estimate accompanying specifications and five bid proposals for the resurfacing of the Bot Lake-Union Section, Emergency Project No. 139-D. Blueprint copies of the plans of this section were sent to your office a few days ago.

With reference to the item of oiling shown on the estimate, the specifications covering this work are not complete at this time, but will be forwarded to you on Monday. The cost analysis for this work will likewise be sent at that time.

We wish to call your attention to the fact that this work is being undertaken as an emergency project and emergency advance funds are being requested.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department — Emergency Project No. 139-B

HOT LAKE-UNION SECTION

OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate with specifications. Not as basis for project agreement.)

Salem, Oregon, February 14, 1931.

4,000 cu. yds.	Salvaging Surfacing Materials		$0.50	$2,000.00
17,500 cu. yds.	Gravel Topping		0.60	10,500.00
65,000 cu. yds.	Hauling Gravel Topping		0.15	10,000.00
4,200 cu. yds.	Broken Stone Surfacing		2.20	9,240.00
1,000 cu. yds.	Filler		0.40	400.00
2,000 yd. mls.	Filler Haul		0.30	600.00
600 M-Gals.	Sprinkling		2.50	1,500.00
57,000 sq. yds.	Oiling	(Estimated)	0.13	7,410.00
			Sub-total	$41,750.00
			10% Engr. & Cont.	4,175.00
			Total.....	$45,925.00

Length of project including bridge 4.952 miles

Length of Catherine Crk. Bridge (non-participating .012 miles

Length of project, excluding bridge 4.940 "

Cost per mile, $9,329.87

Estimated per cent complete Sept. 1, 1931 100%

Federal Aid Funds requested	$15,770.90	(50%)
Emergency Advance Funds Requested	25,246.65	(55%)
State Funds Available	5,905.45	
	$45,925.00	

COST ANALYSIS FOR

OILING MAGADAM BASE

KEY LAKE-UNION SECTION, PROJECT NO. 138-2

	Cost per Sq. Yd.
Preparing base	.006
No. 3 oil	.035
Heating, hauling and spreading	.015
Aggregate	.051
Loading, Hauling and spreading rock	.041
Moving and setting-up plant	.002
Supervision	.002
Total Cost per Square Yard	$0.152

CONTRACT #1272,

SEE:

CONTRACT #1264,

20

1272 Subj: Contract 1264

CONTRACT #1273,

SEE:

CONTRACT #1264,

1273 SPL: Contract 1264

CONTRACT #1275,

SEE:

CONTRACT #581,

1275 SEE: Contract 581

CONTRACT #1278,
1328,

PR 117-I Gate Cr.-Nimrod Sec., Grad. 1931

1278.1328

[redacted]

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE NO. Oregon NRH 117-I

POST OFFICE BUILDING
PORTLAND, OREG.

December 26, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hyp. 9927

Form P. R. 2

State Oregon

Project No. [illegible] 117, Section I.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—6618

Form P. R. 1

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73d Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 20th day of September, 1927, a project statement, which was approved by the Secretary on the 24th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section I of said project which were recommended for approval by the United States District Engineer on the 9th day of August, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-seven thousand, forty-one and 30/100

dollars ($27,041.30) as the share of the United States payable under said act on account of Section I of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act
(Include amount, date, and citation of
approved June 16, 1933 (Public No. 67, 73d Congress), and any part thereof
act of legislature by which authorized)
not provided from such funds shall be met from State funds available to the
State Highway Department under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.

(*b*) From other sources .....

.....

.....
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1437+70 at the east end of Section D of said project,
in the S. W. 1/4 of Sec. 27, T. 16 S., R. 2 E., W.M., and survey station
1565+46.8 in the N. W. 1/4 of Sec. 11, T. 17 S., R. 3 E., W.M.

.....

.....

.....

....., length 5.101 miles, in Lane County,
Highway
being Section 1 of Oregon National Recovery / project No. RH 117, consisting of
5.101 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known
~~xxxxxxxxxxxxxxxx~~ locally as the Gate Creek-Nimrod Section of the McKenzie 8—5518
Highway, between official control points Eugene and McKenzie Bridge.

RECEIVED
DEC 14 1933
REGIONAL HEADQUARTERS
BUREAU OF PUBLIC ROADS

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act
(Include amount, date, and citation of
approved June 16, 1933 (Public No. 67, 73d Congress), and any part thereof
act of legislature by which authorized)
not provided from such funds shall be met from State funds available to the
State Highway Department under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.

(*b*) From other sources .....

.....

.....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1437+70 at the east end of Section D of said project,
in the S. W. 1/4 of Sec. 27, T. 16 S., R. 2 E., W.M., and survey station
1865+46.8 in the N. W. 1/4 of Sec. 11, T. 17 S., R. 3 E., W.M.

.....

.....

.....

....., length 8.101 miles, in Lane County,
Highway
being Section 1 of Oregon National Recovery / project No. RH 117, consisting of
8.101 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known ~~xxxxxxxxxxxxxxxx~~ locally as the Gate Creek-Nimrod Section of the McKenzie 8—5513
Highway, between official control points Eugene and McKenzie Bridge.

RECEIVED
DEC 1 1933
REGIONAL ENGINEER
BUREAU OF PUBLIC ROADS

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section I of said project shall not in any event exceed the sum of twenty-seven thousand, forty-one and 30/100 dollars ($27,041.30), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-three thousand, nine hundred twenty-one and 30/100 dollars ($33,921.30), the approved total estimated cost of Section I of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6818

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 8 day of December, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

By [signature]

Acting Chief, Bureau of Public Roads.

U S GOVERNMENT PRINTING OFFICE: 1931 8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section "A" of said project shall not in any event exceed the sum of "Twenty-seven thousand, forty-one and 30/100

dollars ($ 27,041.30), certified to the Secretary of the Treasury as above mentioned, which does

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. ~~RM~~ 117-I State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 33,921.30 as the total estimated cost of said project, and the sum of $ 27,041.30 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 8 day of December one thousand nine hundred and thirty-three

Secretary of Agriculture

By ~~Secretary of Agriculture~~ [illegible]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

August 30, 1955

Mr. E. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Gate Creek-Mineral Section, Project No. NRH-117-I.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

A. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-117-E

GATE CREEK-MURDOCK SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, August 30, 1933

Bituminous Macadam Wearing Surface, Type B-6 (Modified)

8.1	miles	Preparation of Base			
6,840	cu. yds.	Placing Mineral Aggregate	875.00	$	607.50
10,350	yd. mi.	Hauling Mineral Aggregate	1.15		7,866.00
475	tons	Asphalt in Place	0.20		2,110.00
74	tons	Emulsified or Cut-back Asphalt in Seal Coat	25.50		12,112.50
			25.50		1,887.00
		Sub-total			$24,583.00
		10% Engr. & Cont.			2,458.30
		Total			$27,041.30
		Length	8.101 miles		
		Cost per mile	$3,338.01		

National Recovery Highway Funds Requested $27,041.30

Aggregate (Contract 1328)

4,000	cu. yds.	2" - 1" Broken Stone in Stockpile	$1.00(low bid)		4,000.00
800	" "	3/4" - 1/2" " " " "	1.00	" "	800.00
1,330	" "	1/2" - 1/4" " " " "	1.00	" "	1,330.00
6,000	yd. mi.	Hauling Broken Stone, Pile Mean.	0.11	" "	660.00
					$ 6,286.00

State Funds for Constrt Chap. 175 laws 1917; Chap. 31, laws 1920
" " " Maint: Chap. 41, laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

RECEIVED
AUG 10 1933
OREGON

Post Office Building
Portland, Oreg.

August 9, 1933

Mr. R. H. Baldock
StateHighway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon NRH 117-I, the Gate Creek-Nimrod section of the McKenzie Highway, ~~8.101~~ miles of bituminous macadam, have today been recommended for approval. This is your authority for proceeeding with advertising.

Special clauses mentioned in our letter of August 2, 1933, should be included in the advertisement for bids. Also we would like to have for each project four copies of mimeographed Notice to Contractors, which should likewise contain the three clauses mentioned.

As no Federal funds will be paid on this project until or unless the agreement is executed, it is essential that all documents be forwarded without delay. This is particularly true of bid tabulations and agreement estimates. As we have been instructed to submit these documents immediately after the letting, we are requesting that they be forwarded so as to reach this office not more than three days after the letting.

Revised plan sheet No. 2 does not show the quantities of the various items to be constructed under this project. Will you please submit the required number of copies of revised sheet No. 2 of the plans showing these quantities.

Very truly yours,

W. H. LYNCH
District Engineer

June 26, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate accompanying bituminous macadam specifications for the Cabe Creek-Elmira Section, Project No. 117-I.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. H. Probert
Office Engineer

Dict. by J. W. Bath/ZH

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-11F-1

GATE CREEK-MEDFORD SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate accompanying Specifications. Not as basis for project agreement.)

Salem, Oregon, August 8, 1933.

Statement of Completed Work:

Statement of completed work to be made upon payment of final voucher.

Bituminous Macadam Wearing Surface, Type B-4 (Modified)

S.Y.	Miles			
		Preparation of Road	$ 75.00	$ 607.50
6,840	sq. yds.	Placing Mineral Aggregate	1.15	7,866.00
10,260	cu. yds.	Hauling Mineral Aggregate	0.15	1,539.00
475	tons	Asphalt in Place	24.00	11,400.00
76	tons	Emulsified or Cut-back Asphalt in Equal Cost	26.50	1,961.00
				$ 23,417.00
		10% Engr. & Cont.		2,341.70
				$ 25,758.70

Length 3.101 miles
Cost per mile $ 8,179.69

National Recovery Highway Funds Requested $ 25,758.70

NON-PARTICIPATING ITEMS

Aggregate (Contract 1528)

4,000	cu. yds.	2" - 1" Broken Stone in Stockpile	$1.00	low bid	$ 4,000.00
890	" "	3/4" - 1/2" " " " "	1.00	" "	890.00
1,350	" "	1/2" - 1/4" " " " "	1.00	" "	1,350.00
6,000	yd. mi.	Hauling Broken Stone, File Meas.	0.11	" "	66.00
					$ 6,306.00
		10% Engr. & Cont.			630.60
					$ 6,936.60
		Sub-total			$ 29,703.00
		10% Engr. & Cont.			2,970.30
		Total.....			$ 32,673.30

B

National Recovery Highway
Project No NR H-117-I

Oregon State Highway Department — Federal Public Works
Highway Project No. 117-I

LAKE GRADE-MINERAL SECTION OF THE

McKENZIE HIGHWAY IN LANE COUNTY

(Estimate accompanying specifications. Not as basis for project agreement.)

Salem, Oregon, June 26, 1933.

Statement of Completed Work

Statement of completed work to be made upon payment of final voucher.

Bituminous Macadam Wearing Surface. Type B-6 (Modified)

8.1 miles	Preparation of Base	$75.00	$ 607.50
6,840 cu. yds.	Placing Mineral Aggregate	1.15	7,866.00
10,750 yd. mi.	Hauling Mineral Aggregate	0.15	1,612.50
475 tons	Asphalt in Place	24.00	11,400.00
74 "	Emulsified, or Cut-back Asphalt in Seal Coat	26.50	1,961.00
			$23,417.00
	10% Engr. & Cont.		2,341.70
			$25,758.70

No participating Items

Aggregate (Contract 1328)

4,000 cu. yds.	2" - 1" Broken Stone in Stockpile	$1.00 low bid		$4,000.00
890 " "	1" - ¾" " " " "	1.00	" "	890.00
1,330 " "	¾" - ¼" " " " "	1.00	" "	1,330.00
6,000 yd. mi.	Hauling Broken Stone, Pile Mean.	.11	" "	66.00
				$6,286.00
	10% Engr. & Cont.			628.60
				$6,914.60
	Sub-total			$29,703.00
	10% Engr. & Cont.			2,970.30
	Total.....			$32,673.30

Length 8.101 miles
Cost per mile $4,033.24 7179.69

Total Cost Engineering Contingencies Required 23,758.70

Item	Total Funds	Regular Fds. Aid Funds	Public Health Serv. Funds	State Funds
Miscellaneous Receipts	$ 15,758.70	$ --	$ 15,758.70	$ --
Appropriation	6,914.60	4,262.15 (61.645)	--	2,652.45
	$ 32,673.30	$ 4,262.15	$ 15,758.70	$ 2,652.45

Salem

117 F

Salem Iron Works

MAY 1, 1933

Salem Iron Works
Salem, Oregon

Gentlemen:

We refer to your letter of April 27 regarding the contract for construction work on the McKenzie Highway, performed by Harmon & Tittle.

Our records show that State Highway Contract No. 1278 was awarded to Harmon & Tittle for the construction of 8.10 miles of grading on the Gate Creek-Nimrod Section of the McKenzie Highway in Lane County, Oregon. The completion date is shown as November 30, 1931.

The bond in connection with the above contract was furnished by the Standard Accident Insurance Company, for whom A. D. Trunkey, Spalding Building, Portland, Oregon appears as agent.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

JMcF
jn

#1278

SALEM IRON WORKS

ESTABLISHED 1860

ENGINEERS - FOUNDERS - MACHINISTS

OFFICE, FRONT STREET AT STATE

TELEPHONE 7665

SALEM, OREGON

April 27,1933

Oregon State Highway Commission
Salem, Oregon.

Gentlemen;

Could you favor us with the date of completion of the last contract performed by [redacted] on the McKenzie Highway? Also the location and description of the job together with the name of the bondsman?

Herman + Tuttle.

Thanking you for this information we are,

Very truly yours,

SALEM IRON WORKS

By F. L. Mans

FLM:H

RECEIVED
MAY 1 - 1933
OREGON
STATE HIGHWAY COMMISSION

#1328
Lane
117-I

April 29, 1933

American Surety Company of New York,
W. J. Lyons, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1328 for the construction of the Doyle Hill-Nimrod Section of the McKinzie Highway in Lane County has been completed by the contractors, J. W. & J. R. Hillstrom, and that final settlement will be made by the State with said contractors for work done under said contract on or after May 9th, 1933.

The State has been advised of one claim against this contract, being that of Barney Oldfield in amount $104.51 for material furnished. You are advised that the State assumes no responsibility for this claim or for any claims which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $74,876.16, including the final payment. Of this amount $269.11 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

FORM S-A-1 6700 5000 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

117-L

OREGON STATE HIGHWAY COMMISSION

SALEM

April 25, 1933

STATE HIGHWAY COMMISSION
OREGON
RECEIVED
APR 26 1933

R. H. Baldock
State Highway Engineer
Salem, Oregon.

ATTENTION: CARL F. SMITH

NOTED
State Highway Engineer

Dear Sir:

Attached hereto you will find two copies of a bill from Leon T. Montgomery of Leaburg, Oregon, covering royalty at 3¢ per cubic yard for 1500 cubic yards of material used on the Doyle Hill-Wimrod Section of the McKenzie Highway. This ~~matter~~ was referred to in your letter to Walter Ransom under date of March 14th, 1933.

Very truly yours,

E. A. Collier
Division Engineer

By
C. D. Common
Office Engineer

cc. R.H. Baldock
ECC:AW

#1278

117-I

April 14, 1938

Mr. David Weaver
Vida
Oregon

Dear Sir:

Reference is made to your letter of April 18 regarding your claim in the sum of $12.00 against Harmon & Tittle, highway contractors, for services rendered in connection with the contract awarded to them for the construction of the Gate Creek-Wimred Section of the McKenzie Highway in Lane County.

Our records disclose that final payment has been made to the contractors for this work; therefore, there is no money now in the hands of the State Highway Commission due and owing to Harmon & Tittle. Action should be taken against Harmon & Tittle and the surety on the bond which was furnished by them in connection with the above-described project; said bond was furnished for that purpose, as stated to you previously.

For your ready reference, the bond was written by Standard Accident Insurance Company; Mr. A. D. Trunkey, Spalding Building, Portland, is its resident agent.

If you have not already done so, I would suggest that you write to Mr. Trunkey and explain to him fully the nature of your claim. I also would suggest that you file notice of your claim with the Secretary of State in conformance with the provisions of the statutes,(a mimeographed copy of which is enclosed) if that has not been done.

I regret that I am unable to give you further assistance but trust you will be able to secure some satisfaction from the bonding company.

Very truly yours

Secretary

HBG:AJ

117-E

RECEIVED
APR 11 1932
OREGON
STATE HIGHWAY COMMISSION

April 13 - 1932

Salem State Highway
Commission
Salem Ore.

Dear Sirs

Av d Tice Asst Supt of Dist 2 again
[illegible] Tillamook County in
[illegible] Tillamook Co. of
[illegible] Nehalem River
[illegible]

Concerning the Miller-Harmon
& Tillamook Highway contract
on the Nehalem Highway
over

MISSION

advise
er letter
that the
these un-

s matter
ting.

Very truly yours

Secretary

EEG:AJ

117-I

April 5, 1933

Mr. E. A. Collier, Division Engineer
Roseburg
Oregon

Dear Sir:

Reference is made to your letter of March 30 in which you recommend that the engineering penalty charged against J. W. and J. R. Hillstrom in connection with their Contract No. 1528 for the construction of the Doyle Hill-Mineral Section of the McKenzie Highway be waived.

Mr. Baldock has instructed me to advise you, in view of the statements made in your letter, that he will recommend to the Commission that the contractor be relieved of the payment of these engineering costs.

I shall be pleased to present this matter to the Commission at the next regular meeting.

Very truly yours

Secretary

HBG:AJ

E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

RECEIVED
MAR 31 1933
OREGON
STATE HIGHWAY COMMISSION

March 30, 1933

R. H. Baldock
State Highway Engineer
Salem, Oregon.

ATTENTION: H. B. GLAISYER

Dear Sir:

Your letter of March 28th, concerning an extention of time for J. W. & J. R. Hillstrom on their contract No. 1328, Doyle Hill-Nimrod Section of the McKenzie Highway.

I am sending in today the Final Estimate on this job. In reading the minutes of the Highway Commission for the past year I recall very few instances where engineering penalties were collected and although Hillstroms overran the time limit in their contract four months and twenty-one days, I wish at this time to recommend that engineering costs be not deducted from their final for the following reasons:

1. Their contract was not awarded for twenty days after the bids were open.
2. They were the only contractors in this division who worked practically continuously through the entire winter, thereby providing labor during the period when it was most needed.
3. The severe cold weather and snow has delayed completion.
4. The quarry at Montgomerys broke big and required considerable stripping.
5. Hillstrom has attempted to do a good job for us without kicking and in my opinion has not made any money on the job.

You will remember that the Portland Sand & Gravel Co., for a twenty day delay in securing the Burchard bar have stated that they suffered a loss of $1000. Hillstrom has not made a claim to me for the release from engineering costs and for this reason and for the fact that he has never presented any claims for extras, etc. I should like to secure release from engineering costs.

REFERRED TO
Glaisyer
By State Highway Engineer

Very truly yours,
E. A. Collier
E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AW

PS Advise collier that I will release same

FORM S-A-1 7020 5M 2-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
S. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1171

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED

March 30, 1933

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
MAR 31 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer
Salem, Oregon.

ATTENTION: H. B. GLAISYER

Dear Sir:

Your letter of March 28th, concerning an extention of time for J. W. & J. R. Hillstrom on their contract No. 1528, Doyle Hill- Rimrod Section of the McKenzie Highway.

I am sending in today the Final Estimate on this job. In reading the minutes of the Highway Commission for the past year I recall very few instances where engineering penalties were collected and although Hillstroms overran the time limit in their contract four months and twenty-one days, I wish at this time to recommend that engineering costs be not deducted from their final for the following reasons:

1. Their contract was not awarded for twenty days after the bids were open.
2. They were the only contractors in this division who worked practically continuously through the entire winter, thereby providing labor during the period when it was most needed.
3. The severe cold weather and snow has delayed completion.
4. The quarry at Montgomerys broke big and required considerable stripping.
5. Hillstrom has attempted to do a good job for us without kicking and in my opinion has not made any money on the job.

You will remember that the Portland Sand & Gravel Co., for a twenty day delay in securing the Barnhard bar have stated that they suffered a loss of $1000. Hillstrom has not made a claim to me for the release from engineering costs and for this reason and for the fact that he has never presented any claims for extras, etc. I should like to secure release from engineering costs.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AW

FORM S-A-1 7500 SM 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer
11-1

March 30, 1933

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
MAR 31 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engr.
Salem, Oregon

ATTENTION: H. G. SMITH

Dear Sir:

Under separate cover, by Express, we are sending you today the Final Records for the Doyle Hill-Wimrod contract No. 1323 completed by E. W. & J. R. Hillstrom on March 28st, 1933. In the package you will find:

Semi Final Estimate No. 11
Monthly Quantity Summary
Bill for force account order No. 1 for $269.16
102 material receipt books
1 pad platted cross sections of the stock pile quarry and a summary of the receipt books.
1 book cross section notes on the stock piles and quarry
1 sketch map showing location of quarries and stock piles
1 book of material test tabulation
2 books of levels and grades.

Attached hereto you will find a bill in favor of Leon T. Montgomery for royalty on rock taken from the Montgomery pit. The lease provides for the payment of 2¢ per cubic yard measured in place for the rock taken for use on the road. In the final records you will find the cross sections of this quarry. It should be noted that the dirt stripping from the quarry has been measured and the quantity deducted from the gross excavation in the quarry.

Please have McAllister check the quantity and a voucher should then be prepared to be signed by Leon T. Montgomery. If you wish Mr. Walsh could secure her signature.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
cc. S.H. Probert
EAC:AW

OREGON STATE HIGHWAY COMMISSION

117-T

March 28, 1928

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

In response to your inquiry of March 27th we wish to advise that the consent of surety has been received and the application of J. W. & J. R. Hillstrom for an extension of time on their contract No. 1328 - Doyle Hill-Elmwood Section, to April 1st is now going through in the regular manner.

In accordance with your request we have changed your letter of March 13th to read the 26th day of February instead of the 15th of March.

For your information we wish to advise that the first extension granted the above contractors provided for the payment of all engineering costs for the last thrity days which was the month of December and the second application which was granted making the completion date February 25th provided for the payment of engineering costs by the contractors.

Very truly yours,
STATE HIGHWAY COMMISSION,
By
Secretary.

J. McF.

#1325

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

March 27, 1933

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. B. GLAISYER

Dear Sir:

Please advise me if the application for an extenxion of time by J. W. & J. R. Hillstrom on their contract #1328 is going through in the regular order. Your last letter to me was dated March 14th. You might change my letter of March 13th, to read the 28th of February instead of the 15th of March. They actually finished production of oil rock on March 21st, and have a little cleaning up to do.

Very truly yours,

E. A. Collier
Divisinn Engineer

cc. R.H. Baldock
EAC:AW

RECEIVED
MAR 28 1933
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

March 17, 1933

RECEIVED
MAR 18 1933

J.W. & J.R. Hillstrom
co. Leaburg, Oregon.
and cc. to Marshfield.

Dear Sirs:

We have received your letter of March 9th, asking for an extension of time on the McKenzie Highway surfacing contract. The Highway Commission extended your time limit to February 28, 1933. Please present an application for an extension from February 28, 1933 to April 1st, or such other date as you think best, and have the bonding company type their consent on the application.

Very truly yours,

E. A. Collier
Division Engineer

cc. H.B. Glaisyer
EAC:AM

March 14, 1935

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 13th concerning an extension of time to April 1st on the J. W. & J. R. Hillstrom contract No. 1328 - Doyle Hill-Mineral Section.

It is noted that you recommend that the time limit be extended to April 1st and mention is made of a previous extension being granted to March 15th. Please be advised that on January 16th we received your letter recommending that the time limit be extended to March 15th without penalty but to due to the fact that their application and consent of surety was not received this extension of time was not granted. Please refer to our letter to you of January 19th in which we advise of previous extensions of time on this contract and Mr. Baldocks statement regarding penalty.

According to our records the time limit expired on February 28th, 1935, and will have to be extended from that date.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

January 19, 1935

Mr. E. A. Collier;
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Reference is made to your letter of January 16th concerning an extension of time on the J. W. & J. R. Hillstrom contract No. 1328 - Doyle Hill-Nimrod Section of the McKenzie Highway.

Please be advised that the original completion date of this contract was October 31, 1932. The time limit was extended to December 31st, 1932 with the provision that the first 30 days would be granted without penalty and that engineering costs would be charged for the second thirty days. A second extension of time to February 28th, 1933 was granted with the provision that engineering costs would be charged.

We have not received their application for an extension of time to March 15th mentioned in your letter and wish to advise that Mr. Baldock will not approve an extension of time on this contract without penalty.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 16, 1933

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock ✓
State Highway Engineer
Salem, Oregon

ATTENTION: H. B. Glaisyer, Secy.

Dear Sir:

Please refer to my letter of Dec. 22d, in regard to the estimate of the time limit for J. W. & J. R. Hillstrom on their Doyle Hill-Nimrod contract #1328.

The completion date recommended was Feb. 28, 1933 and subject to engineering penalties. We now estimate that Hillstrom will not finish before March 15th. Hillstrom is practically the only contractor working in this division at present; and while he is way behind schedule and has cost the state some additional engineering expense, I wish to make a revised recommendation as follows: That the completion date for his contract be extended until March 15th, 1933, without engineering penalties.

Yours very truly,

E. A. COLLIER
Division Engineer

EAC:ES
cc R. H. Baldock

RECEIVED
JAN 17 1933
OREGON STATE HIGHWAY COMMISSION

REFER TO Glaisyer
Do not approve extension without penalty — RHB

#1328

H. B. GLAISYER, SECRETARY
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Jan. 16, 1933

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. B. Glaisyer, Secy. ✓

Dear Sir:

Please refer to my letter of Dec. 22d, in regard to the estimate of the time limit for J. W. & J. R. Hillstrom on their Doyle Hill-Nimrod contract #1328.

The completion date recommended was Feb. 28, 1933 and subject to engineering penalties. We now estimate that Hillstrom will not finish before March 15th. Hillstrom is practically the only contractor working in this division at present; and while he is way behind schedule and has cost the state some additional engineering expense, I wish to make a revised recommendation as follows: That the completion date for his contract be extended until March 15th, 1933, without engineering penalties.

Yours very truly,

E. A. Collier

E. A. COLLIER
Division Engineer

EAC:ES
cc R. H. Baldock

RECEIVED
JAN 17 1933
SALEM, OREGON

Form 30—3165—5M—9-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 18, 1933., *193*.....

Job name Doyle Hill-Nimrod — *Week from* Mar. 11,1933 *to* March 18.

Mail address 662 E. 19th, Eugene, Oregon.

Highway McKenzie 117 — *Telegraph or telephone address* " "

County Lane *Job prefix* 20PU — *Express and freight address* " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor has been making fair progress with the stock pile material and the shoulder. The shovel taking out the shoulder material was broken and did not work two half days.

The lower end where there had been considerable settlement in the edge of the grade took considerable more shoulder material than was specified.

The shoulder material should all be on by tuesday of next week, and the stock piles should all be finished to-day.

RECEIVED
MAR 20 1933
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAR 21 1933
STATE HIGHWAY COMMISSION

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Showers	Showers
Monday	Fair	Fair
Tuesday . . .	Fair	Fair
Wednesday . .	Fair	Fair
Thursday . . .	Fair	Rain
Friday	Showers	Showers
Saturday . . .	Fair	Fair

NOTED
H W LIBBY

NOTED
D SMITH

Signed Walter M. Ransom

Title Resident Engineer

FORM S-A-1 6788 7500 10-32

R. H. BALDOCK

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 14.24

Miles completed 14.24

Miles partially done .....

Total cubic yards in project 52,979

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 28 ..... men,

..... teams, ... 5 ..... trucks

Project will be completed about ..... March 21, 1933.

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 20PU ..... Percentage 100

2. ..... Percentage .....

3. ..... Percentage .....

4. ..... Percentage .....

FORM S-A-1 6705 7500 12-56

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
S. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

117 I

March 17, 1933

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

In compliance with your recent request, I am submitting herewith Special Provisions and Engineers Estimate for the construction of the Doyle Hill-Mixed bituminous macadam 14.36 miles of B-6 specification, 18' wide on the McKenzie Highway in Lane County. The macadam on this section is being finished within the next day or two by contractor Hillstrom. The bituminous surfacing should be laid early this summer to prevent deterioration of the water-bound macadam section.

There are no special conditions surrounding the construction of this job and our standard specifications cover this type of construction quite completely so the Special Provisions relating to construction are quite brief. It will be necessary to add thereto the nine sheets of provisions relating to employment of labor etc., on emergency projects.

The construction of this bituminous surfacing completes the construction plan for the McKenzie Highway. This project is available for Emergency Federal Aid. I trust bids can be received for this at the April meeting of the Commission.

Very truly yours,

E.A. Collier
Division Engineer

NOTED
State Highway Engineer

cc. R.H. Baldock
cc. S.H. Probert
EAC:AW

S P E C I A L P R O V I S I O N S

DOYLE HILL - NIMROD BITUMINOUS MACADAM 3-13-35

(14.24 Miles of B-6 - 18 ft. wide)

RECEIVED
MAR 18 1935
STATE HIGHWAY ENGINEER

TIME AND PLACE OF RECEIVING BIDS

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under the contract, if awarded, consists of the construction of 14.24 miles of bituminous macadam wearing surface, Type B-6-eighteen feet wide on the Doyle Hill-Nimrod section of the McKenzie Highway in Lane County.

The west end of the project is at mile 19.72 near Doyle Hill. The east end of the project is at mile 33.96 at Nimrod.

DATE OF COMPLETION

The work to be done under this contract shall be completed not later than August 1, 1935.

Standard Bituminous Macadam Specification To Apply.

The bituminous macadam wearing surface shall be constructed and paid for in accordance with the standard specification for Bituminous Macadam wearing surface, Penetration Type B-6 as the same is given in sections 19 and 22 of the standard specification form.

TYPE OF BASE

Base on which the bituminous macadam is to be placed is an unciled water-bound macadam from mile 19.72 to mile 25.00 and is an oiled macadam from mile 25.00 to mile 33.96.

NO AGGREGATES TO BE FURNISHED BY CONTRACTOR

All aggregates required in construction of the bituminous macadam surface are in the state owned stock piles along the section.

For Sketch Map revise map for Hendricks Bridge - South Fork.

BID SHEET AND ENGINEERS ESTIMATE

Preparation of Base 14.24 miles @ $60.	$854.40
Placing Mineral aggregate 12,000 cu. yd. @ 1.10	13,200.00
Hauling mineral aggregate 18500 yd. miles @ .15	2,775.00
Emulsified asphalt or cut back asphalt 130 tons @ 24.	3,120.00
Asphalt in Place 850 tons @ 24.	20,400.00
CONTRACT TOTAL	$ 40,349.40
Traffic Control State Forces	500.00
Engineering @ 6%	840.00
Contingencies @ 4%	160.00
	49,349.40

FORM S-A-1 3M8 7/30 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

117-I

OREGON STATE HIGHWAY COMMISSION

SALEM

March 9, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

In regard to Hilstrom furnishing crushed rock for the City of Eugene, please insist that this be done after the completion of the State Highway Contract in order that the engineering expense may be reduced as soon as possible.

Please give your personal attention to this job that it may be completed and Ransom released in the shortest possible time.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to

R. H. Baldock

NOTED
State Highway Engineer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. S. GLADDYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Feb. 2, 1933

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
FEB - 1933

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

ATTENTION H. G. SMITH

Dear Sir:

Attached hereto you will find order for State Force Work on contract 1328 for installing tile at the top of Doyle Hill on the McKenzie. Seepage from the City Canal produces soft sub-grade and this can be remedied by a deep tile drain along the north side of the road.

Very truly yours,

E. A. Collier
Division Engr.

cc. R.H. Baldock

NOTED
State Highway Engineer

EAC:AM

FORM S-A-1 6788 7500 12-32

Commissioners
SAMUEL M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1172.

OREGON STATE HIGHWAY COMMISSION

SALEM

NOT EL

State Highway Engineer

Jan. 19, 1933

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JAN 21 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

Attention; H.B. GLAISYER

Dear Sir:

Your letter of Jan. 19th, received, stated that the Commission has granted an extension of time on the Hillstrom contract to Dec. 31, 1932 with the provision that the first thirty days would be without penalty and that engineering costs would be charged for the second thirty days, and that a second extension was granted to Feb. 28th, 1933 with the provision that engineering costs would be charged.

I talked with Mr. Hillstrom yesterday, and he had not been informed of the Commissions action and I suggest that it would be a good plan to so advise him. It is possible that you have mailed such advice to Marshfield and somehow he has not received it. Marshfield is his regular mail address but he is working at Lebanon and I am quite sure a letter addressed to him there would reach him quicker than Marshfield.

Very truly yours,

E. A. Collier
Division Engr.

cc Mr Baldock

EAC:AB

January 21, 1933

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of January 19 in which you advise that J. W. and J. R. Hillstrom be notified of the action taken by the Commission with respect to their application for an extension of time on their contract for the surfacing of the Doyle Hill-Mineral Section of the McKenzie Highway.

It has been our practice for years to notify the contractors of the action taken by the State Highway Commission with respect to their requests for extensions of time. We do not notify the contractors, however, until the minutes of the meeting at which the action was taken have been written up and approved by the Commission. In the present instance, I was delayed in writing up the minutes on account of having an attack of the 'flu. They are now complete, however, and I expect to get them approved at the next meeting which will be held on January 25. Hillstrom Brothers will be notified shortly thereafter of the action taken on their request.

Very truly yours

Secretary

HBG:AJ

...E M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Jan. 19, 1933

RECEIVED
JAN 21 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Hwy. Engr.
Salem, Oregon.

Attention; H.B. GLAISYER

Dear Sir:

Your letter of Jan. 19th, received, stated that the Commission has granted an extension of time on the Hillstrom contract to Dec. 31, 1932 with the provision that the first thirty days would be without penalty and that engineering costs would be charged for the second thirty days, and that a second extension was granted to Feb. 28th, 1933 with the provision that engineering costs would be charged.

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Very truly yours,

E. A. Collier
Division Engr.

EAC:AW

FORM S-G-1 5510 1M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

117-I

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Jan. 6, 1933

H. B. Glaisyer, Sec'y,
Ore. State Hwy. Comm.
Salem, Oregon.

Dear Sir:

Little over a year ago, Harmon & Tittle, contractors on the Gate Creek-Nimrod Section Grade, posted a $100.00 certified check with you to guarantee the removal of some piling from property adjoining the McKenzie Highway. I understand this piling has been removed, and recommend the check be returned to them.

Very truly yours,

E. A. Collier
E. A. Collier
Division Engineer.

EAC:AW

RECEIVED
JAN 7 1933

Check given to Harmon & Tittle 1/5/33
see receipt
HHS

#1328

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 22, 1932

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION : H. B. Glaisyer, Secretary

Dear Sir:

Attached hereto you will find application of J. W. and J. R. Hillstrom for another 60-day extension on their Doyle Hill-Hazred Contract, No. 1328, on McKenzie Highway in Lane County.

On November 4th, I recommended a 60-day extension from the original completion date, October 31st, to December 31st. I recommended that the first 30 days be without penalty and the second 30 days be subject to engineering penalties. I am not informed of what action the commission took.

The contractor will, undoubtedly, require, at his present rate of progress, all of the months of January and February to complete. The public will not be seriously inconvenienced by reason of this delay, but the State will be put to added expense for engineering, as this engineering party could have been discontinued on completion of the contract.

Hillstrom did not send us consent of his surety to this further extension. He may have sent this to you at Salem. On receipt of consent from his surety, I recommend that the completion date for his contract be extended to February 28, 1933, subject to engineering penalties.

Very truly yours

E. A. COLLIER
Division Engineer

encl

cc R. H. Baldock

EAC:TR

COMMISSIONERS
M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 10, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

file 117-I

Dear Sir:

In regard to claim of Harmon & Tittle for work on Gate Creek-Nimrod Section of McKenzie Highway.

I believe any further steps must be with Harmon & Tittle as Mr.Devers advised against reopening this case after they had accepted their final payment.

I did suggest to Mr. Harmon, during an investigation on the ground that he present his actual expenses on the items covering resloping and placing additional pipes, but afterward he told me verbally that these were such small amounts that it would be useless to consider them; and that they would only be satisfied by a reclassification, which would allow them some $6,000.00.

Having done all we can in the matter I recommend that we follow Mr. Devers advise and consider the contract finaled out.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

OREGON
PHONE 2540

LEE TITTLE
SALEM, OREGON
PHONE 2688-M

HARMON & TITTLE

Constructors-Contractors

DITCHING
DIKING

PILE DRIVING
PIPE LAYING

EXCAVATING-GRADING

1566 Willamette St.,
July 18th, 1932.

RECEIVED
JUL 23 1932
OFFICE OF
CONSTRUCTION ENGINEER

To
Oregon State Highway Engineer, Mr Baldock, and Commission:

Salem, Oregon.

Gentlemen:

In granting our request for a claim and reclassification on the Gate Creek Nimrod Section of McKenzie Highway, Mr. H. G. Smith, who viewed the job on July 15th, suggested that we present our claims to be checked.

Our claim is, that the resident engineer, Mr. Walter Ranson, caused us unnessary delays by not having proper grade stakes, changing grade stakes, change of line, and not permitting us to place culverts in fill section and road approaches before fills were made.

I will give you in detail some of the many reasons why we have a claim and reclassification given us:

On April 1st, 1931 we were awarded the contract to grade eight miles on McKenzie Highway. Bid price was $112,551.00 As soon as contract was let we consulted the resident engineer in regards to the placing of concrete culvert pipe. We had some idle trucks and men who were anxious to work. The engineer gave a station list for the placing of concrete pipe and corrigated iron pipe to be placed where profile specified pipe should be laid. We distributed these pipes as instructed. As the job progressed the engineer changed these locations and omitted Laying at some stations, thus, causing us to transfer pipes to different stations when Mr. Collier ordered them placed in fill sections as was originally specified on profile. On Oct 28th when Mr. Collier ordered these pipes placed there were some 600 ft. of the 1800 ft. hauled left

on hand. Of these, 400 ft. were placed after our camp was closed down, in fill sections. This changing caused us a delay in finishing our job befor the rainy season set in.

At the West end or beginning of the job, we were ordered by engineer to place rock picked up from roadbed in the approach to Mr. Weeds barn, Sta. 1437-05, later we were ordered to take these rock out and replace with 24 Ft.18" concrete pipe. Later, 18Ft. more were added then again 9 Ft. more. Hauling men to work and hauling tiling and excavating in rock we were allowed 1.9 cu yds common excavation at 24 cts per cu yd.plus approximately 25 cents per lineal foot for laying. At sta. 1442-52 we were required to excavate in rock placed road approach and place 18" tiling on two different occasions.

When grading this small section we were required to move our equipment two to four miles, four different times for which we were allowed 56.1 yd common excavation. Engineer should have staked culverts and road approaches at time of grade stakes were set. At sta.1470 to 1472 we were ordered to move shovel back from sta,1485 to widen cut for drainage causing extra sloping.

At sta. 1480 a borrow pit for topping material large rock were encountered in excavation and no allowance for casting was made for boulders--some of these had to be chained out.

At stations 1457-1463- 1464- 1466- 1507- 1517-1519- 1520 culverts were placed after approaches were filled with cobble stones and rock. For the excavation for the above approaches we received 16 cu yds of common excavation.

At Sta. 1524 -65 18 ft. of 18" culvert pipe was placed, later engineer ordered culvert replaced and turnpipe ditch section widened from sta. 1522 to 1624-65, causing extra sloping and considerable extra cost to contractor.

A strech 1527-1590, known as "Power Plant Grade" was a rock sec-

sion. On preliminary cross section it was classified as 100 % rock with a 30 ft. roadway, later changed to a 28 ft. roadway. This was drilled, blasted, and excavated to line and grade. Later line was changed 6 ft. out. There was extra yardage on rock excavation to fill sections causing the roadbed to be extra width--35 to 40 ft. We question if we received proper classification and quantities. It, also, caused a break in grade at sta. 1557--the grade was finished except Blue Top grade stakes.between sta. 1527 and 1557. The engineer then gave us finish stakes. We had about one hour to go when he ordered blade off work in order to change break in grade.

Our gravel plant at 1671 was closed down for 4 weeks on account of this delay causing us to surface this section in mud during the rainy season.

Contractor drilled 5 holes 22 ft. deep and sprung,one hole was loaded with powder, engineer changed slope from 1/2 to 1 slope to 1/4 to 1 slope--scenic reasons. Our shovel was finishing at sta. 1589, we had planned to move to sta. 1577. When this change was made we were required to delay our shovel 14 hrs, later causing a long move to sta.1552. In this section we were very short of dirt or finishing material. We had planed to excavate all rock sections, later the dirt sections, using the dirt then for finishing. When change was made, in order to keep equipment working, we were obliged to work out dirt sections leaving no material for finishing.

Between sta. 1624 grade was finished or ready for gravel, except 300 ft. in rock cut, on July 25, engineer would not allow us to place rock or this section until last week in Sept.

At sta. 1644 to 1647 rock was blasted and cast within right of way... Ranson ordered shovel when moving through to daylight or cast out of right of way onto a joining property. Later Archie Shough filed a complaint with Ore. St. Highway Dept. Contractor was required to pick

up rock, causing extra expence.

At sta. 1660 profile called for 18" concrete pipe. Engineer ordered pipe laid on high ground which was laid as staked, later this pipe was dug up and moved to sta 1660 -90. This particular pipe was changed during a blinding storm. A Ford car drove thru the barricade and caused the contractor a $63.00 garage bill and two mechanics 7 hrs. time.

At Sta. 1590 contractor was ordered to place 57 lin. ft. 36" concrete pipe in rock fill after Nov. 1st causing delay in finishing job and delay in semi-finale estimate, resulting in liens being filed and penalty assessed by State Industrial Accident Commission.

At sta. 1669 profile specified an extention of a 12" corregated iron pipe, extention 22 ft. left and 10 ft. right, engineer neglected to stake this culvert extention until after fill section was completed and s surfaced. This engineering mistake caused the contractor an extra expence. It took two men 3 1/2 days to locate this pipe an place for which we received $11.28. This pipe if laid at the proper time would have cost the contractor about $1.25.

At sta. 1735 to sta. 1738 engineer had staked a rock cut to be drilled part on a 1/4 to 1 slope and a 28 ft roadway and part on a back slope with a 34 ft roadway. When this section was excavated a hump appeared in rock slope. Engineer restaked the East section so as to conform with back slope section. This made the contractor drill and blast a 2 to 4 ft. slab on a 12 ft. face. At station 1734-50 grade was 1 ft. high causing contractor to drill 47 holes on 50 lbs sixty power 47 electric exploders.

Between stas. 1740 & 1754, before fill was completed, engineer ordered 66 cu yds of talus material hauled from sta. 1779. Our 60 Cat tractor and 60 grader had to be transferred from sta. 1557 to blade this small section. Later when more material was excavated the grade in this section was raised with rock.

Here plenty of expense was encountered in finishing grade in rock fill. This caused us to cross haul the surface material from between sta. 1725 to 1735--plus moving shovel at sta. 1739-50. Profile specified an extention of 23 ft. to right. After this 12 ft fill was made with rock, contractor was ordered on Oct. 28th to excavate through this Rock fill and place 78 lin. ft. of 18" concrete pipe. -12' Fill Cost $247.00

While shovel was excavating at sta 1779 -50 with 1 truck on a short haul, Ranson ordered dump man to haul to sta. 1801 to 1805. This was done without notifying foreman in charge thus causing a 1 cu yd shovel 3 hrs with 1 small truck hauling on 1/2 mile haul. This disorganized our plans. Later this shovel moved back to sta. 1808-50 to 1812-50 and hauled material back to 1792 to 1797. Sta. 1808-50 to 1812-50 was staked on 3/4 to 1 slope later changed to 1 to 1 slope causing resloping.

At sta. 1792 Ranson ordered foreman, O'Connor, to pull shovel away from slope on the top lift of a two lift cut thinking that O'connor had his stakes wrong. O'Connor rechecked stakes later and found them to be correct. Through Ranson's error it made extra sloping by hand.

At sta. 1820 material saved from slope for finishing material was ordered by Ranson to be hauled to sta. 1830, thinking it would be surfacing material. When this material slacked with rains and found to be poor topping we were required to move equipment from sta. 1720 to haul back and reblade.

Referring to the contracts we have had in the past with the Oregon State Highway Department we have never made any complaints before. Our records show that we have never written a letter of complaint of any of the engineers who have had charge of our construction contracts. We try to give the best we have in us regardless of cost. We are asking The Ore State Highway Commission to give us a classification or

adjustment to take care of our unpaid accounts incurred on this job.

We lost a large sum of money and received no rental on our equipment due largely to poor engineering, lack of co-operation, and not being on the job. Stakes often were not ready for us and then we had to send to Blue River for Ranson when he'd probably be fishing.

Bid price was $112,551.00. We actua lly received for this really hard tough job the sum of $106,459.84 plus $1037.60 for extra material and extra work. Had we known of Mr. Ranson's past record with grading contractors while engineering for Umitilla Co., we would have asked for another engineer before we ever started on this contract.

Accowding to our classification we are entitled to 12,076 cu yds more of rock excavation. The loss sustained by afore-mentioned claims are willing to accept a nominel sum for same.

Hoping you feel justified in allowing our claim,

We are

Yours truly

Harmon and Tittle

BY L. P. Harmon

From the desk of—
R. H. BALDOCK

COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

REFERRED TO
H G Smith

Is there any thing further you should know in this case

the request of Mr. Harmon, I recently
of Harmon and Tittle on the Gate Creek-
Highway to ascertain whether Mr. Harmon's
ly underclassified and had been unduly
tion of the work, had any real background.
Mr. Collier, Division Engineer, was un-
nson, Resident Engineer, was available.

n the ground indicate that the material
did reclassify three cuts by dividing
r sections than was done in the original
sifications gave the following results:

		sification	Smith' Classification	
1845+20-1850	528.1C	1584.5 SR	762.56	1550.1 SR
1720-1725+50	1871.60	802.1 "	1837.3C	819.5 "
1817+15-1824+20	8883.1"	2220.8 "	8801.1	2298.9
	11282.8	4607.4	11401.9	4668.5

These results check very closely and indicate that the contractor has a mistaken idea of Oregon State Highway practice with respect to classification, in that we must abide by the specifications and cannot be at all influenced by the contractor's costs.

There were several other items brought up by Mr. Harmon concerning which there might be a difference of opinion and which it would be reasonable to consider his viewpoint and I have advised him that the proper method is to submit written claim for these items and that they will be considered if it is legally possible to do so. The contractors accepted their final estimate and were paid off so there are legal and other objections of policy against reconsidering this final estimate, particularly since they have made no new showing.

The Commission referred this to you for investigation.

REFERRED TO
H.G Smith
By State Highway Engineer

H.H.S

COMMISSION

H. BALDOCK

IN REPLY PLEASE
REFER TO FILE NO.

Dear Sir:

Pursuant to the request of Mr. Harmon, I recently reviewed the grading contract of Harmon and Tittle on the Gate Creek-Nimrod Section of the McKenzie Highway to ascertain whether Mr. Harmon's contention that they were grossly underclassified and had been unduly interfered with in the prosecution of the work, had any real background. Owing to a conflict in dates, Mr. Collier, Division Engineer, was unable to accompany me but Mr. Ranson, Resident Engineer, was available.

Conditions on the ground indicate that the material was correctly classified but I did reclassify three cuts by dividing the classification into shorter sections than was done in the original classification. These re-classifications gave the following results:

Section	Collier's Classification		Smith' Classification	
1645+50-1650	528.1C	1584.5 SR	782.56	1350.1 SR
1720-1725+50	1871.6C	802.1 "	1857.2C	819.5 "
1817+15-1824+20	8885.1"	2220.8 "	8801.1	2298.9
	11285.8	4607.4	11401.9	4468.3

These results check very closely and indicate that the contractor has a mistaken idea of Oregon State Highway practice with respect to classification, in that we must abide by the specifications and cannot be at all influenced by the contractor's costs.

There were several other items brought up by Mr. Harmon concerning which there might be a difference of opinion and which it would be reasonable to consider his viewpoint and I have advised him that the proper method is to submit written claim for these items and that they will be considered if it is legally possible to do so. The contractors accepted their final estimate and were paid off so there are legal and other objections of policy against reconsidering this final estimate, particularly since they have made no new showing.

...OTT, CHAIRMAN, PORTLAND
...LDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM
July 21, 1932.

...H. BALDOCK

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer.
Office.

Dear Sir:

Pursuant to the request of Mr. Harmon, I recently reviewed the grading contract of Harmon and Tittle on the Gate Creek-Nimrod Section of the McKenzie Highway to ascertain whether Mr. Harmon's contention that they were grossly underclassified and had been unduly interfered with in the prosecution of the work, had any real background. Owing to a conflict in dates, Mr. Collier, Division Engineer, was unable to accompany me but Mr. Ranson, Resident Engineer, was available.

Conditions on the ground indicate that the material was correctly classified but I did reclassify three cuts by dividing the classification into shorter sections than was done in the original classification. These re-classifications gave the following results:

Section	Collier's Classification		Smith' Classification	
1645+50-1650	528.1C	1584.5 SR	762.56	1550.1 SR
1720-1725+50	1571.6C	802.1 "	1857.5C	819.5 "
1817+15-1824+20	8885.1"	2220.8 "	8801.1	2228.9
	11285.8	4607.4	11401.9	4428.5

These results check very closely and indicate that the contractor has a mistaken idea of Oregon State Highway practice with respect to classification, in that we must abide by the specifications and cannot be at all influenced by the contractor's costs.

There were several other items brought up by Mr. Harmon concerning which there might be a difference of opinion and which it would be reasonable to consider his viewpoint and I have advised him that the proper method is to submit written claim for these items and that they will be considered if it is legally possible to do so. The contractors accepted their final estimate and were paid off so there are legal and other objections of policy against reconsidering this final estimate, particularly since they have made no new showing.

Item #1 - They allege that 5 drill holes 22 feet deep were sunk unnecessarily at Station 577 and that they were a total loss due to a change in slope. Engineer Ransom believes that these holes were carelessly and incorrectly drilled, which is of no particular moment either way as it does not amount to more than $110.00.

Item #2 - The Contractor claims that he was required to remove projection from rock slope outside ditch line to preserve uniformity of cut. Asks reimbursement of extra expense. Testimony conflicting as to the cause of the projection but I would recommend conceding his contention and reimburse extra cost.

Item #3 - Claims he was required to lower 50 lin. feet of rock grade due to 1 foot error in finishing stakes. Would adjust this on actual cost basis.

Item #4 - Claims additional compensation for cost of resloping due to widening Station 1804+50 - 1812+50. Probably was caused slight extra expense here.

Item #5 - Claims extra expense was caused by the installation of several culverts after the grading was completed. Collier states that yardage excavated paid for the work done. If so the contractor's claim would be zero. The contractor when he bids certain price for installing culverts naturally assumes that he will place them in natural ground before fills are built. If an unusual amount are installed at the end of the job his contention that unusual expenses are incurred could be considered as a claim.

Item #6 - The contractor believes that he was caused unusual bother and expense in blading and maintaining road for traffic but in view of the importance of the McKenzie as a recreational area, consider that this work was necessary and in accordance with the contract.

Item #7 - That Engineer was unfair in measuring clearing, and should not have enforced following clause, "In case where the leaving of trees in place results in a material saving to the contractor, the saving shall be applied upon such extra clearing and grubbing as the contractor may be required to perform. The amount saved shall be estimated by the Engineer, and the amount to be paid for extra clearing and grubbing shall be reduced accordingly." Contractor admits some trees saved but states that labor equivalent to clearing was necessary in removing dead brush and undergrowth to safe place to burn therefore nothing should be deducted from full area acquired. Matter of no importance as it only amounts to.19 acres.

The contractor's contention is that the Engineer caused him to lose money on job and therefore he should receive sufficient classification to make up for hindrance of the Resident Engineer. But aside from generalities and his personal opinion of the Engineer's ability I was unable to find anything definite which would not be recompensed for if these 7 items were considered.

The contractor apparently has mortgaged his equipment and is about to lose it for lack of $6,000.00, but as the total of these items would hardly amount to $700.00 he does not wish to present them as claims but is merely using them as an argument to get about $6,000.00 by reclassification.

The material has been properly classified, therefore any further settlement must be in the nature of individual claims presented by the contractor.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

#1278

OR 117-I

November 25, 1932

Standard Accident Insurance Co.
% A. D. Trumbey, Agent
Spalding Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim that has been filed with the Secretary of State by Ira Cook against the surety bond furnished by Harmon & Tittle in connection with State Highway Contract No. 1278, grading of Gate Creek-Elmira Section of the McKenzie Highway in Lane County.

The claim amounts to $300.00 and is for blacksmith services and rental of a welding outfit.

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours,

Secretary

AJ

cc Harmon & Tittle
Eugene

November 23, 1932

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of November 21 inclosing copies of notice of claim filed by Ira Cook against the surety bond furnished by Harmon & Tittle in connection with State Highway Contract No. 1278, grading of Cate Creek-Minrod Section of the McKenzie Highway in Lane County.

It is noted that the claim is for $300.00 and is for blacksmith services.

According to our usual practice, we are today notifying the contractors and their surety as to the existence of the above-mentioned claim.

Very truly yours,

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 22 1932
OREGON
STATE HIGHWAY COMMISSION

November 21, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Ira Cook for labor and rental of equipment furnished in the sum of $500.00 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

THE STATE OF OREGON STATE HIGHWAY COMMISSION,
and

HAL E. HOSS, SECRETARY OF STATE,

SALEM, OREGON.

Notice is hereby given that the undersigned, IRA COOK, has a claim for labor and for rental of a welding outfit, in the sum of Five Hundred ($500.00) Dollars, against the bond taken from Harmon & Tittle, a co-partnership consisting of L. P. Harmon and Lee Tittle, and the Standard Accident Insurance Company, for the work of grading the Gate Creek Nimrod Section of the McKenzie Highway, job No. 1278.

The claim for labor is for service as a blacksmith and welder at a salary of One Hundred Fifty ($150.00) Dollars per month, for the months of October and November, 1931, and for the rental of my welding outfit at a monthly rental of One Hundred ($100.00) Dollars per month for the months of October and November, 1931.

Dated at Sumpter, Oregon, this 18 day of November, 1932.

IRA COOK

Endorsed: File No. 2155
Filed November 21, 1932
HAL E. HOSS,
Secretary of State.

RECEIVED
NOV 22 1932

FORM S-A-1 5M8 8000 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

BR 117 I

OREGON STATE HIGHWAY COMMISSION

SALEM

October 14, 1932

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: H. G. Smith

Dear Sir:

Your letter of October 10th received, in regard to the roughness of the Hillstrom surfacing contract on the McKenzie Highway, in which you suggest putting on another inspector.

George Wood, who has been Ransom's inspector the past two years, is an old concrete inspector from Eugene and who should have had plenty of experience. He is on the job and we had intended to let him finish the contract; however, I am not set on keeping him and, if you have a man who has a real good eye for smoothness, it would be all right with me to make a transfer.

Very truly yours

E. A. COLLIER
Division Engineer

cc R. H. Baldock

NOTED
State Highway Engineer

RECEIVED
OCT 15 1932
OREGON
STATE HIGHWAY COMMISSION

FORM S-S-1 5555 500 6-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

October 10, 1932

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A copy of your letter of October 8th to H. G. Smith, concerning progress of Hillstrom Brothers on surfacing the Doyle Hill-Nimrod Section of the McKenzie Highway, has been received.

I note from Walter Ransom's Weekly Report that Hillstrom expects to start running road rock the week beginning October 10th. As you know, he finished at Shellrock a month or so ago and has been setting up at the Montgomery Quarry. Hillstrom always makes a slow set-up. We did not award the contract to him for 20 days after the bids were opened, which has slowed up his work somewhat. We can not do any more oiling on his job this winter, in any case. Ransom estimates that he will finish about December 15th. The completion date specified was October 31st, and, allowing him the 20 days for delay in awarding the contract, would make it November 21st, so that he is not so very far behind.

On my next trip, I will attempt to expedite matters. Hillstrom does good work and we have no trouble with him, so that perhaps we should forgive him a little on being slow, as some of our other regular contractors are both slow and troublesome.

Very truly yours

E. A. COLLIER
Division Engineer

cc H. G. Smith
EAC:VR

FORM 8-0-1 5502 500 8-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

October 10, 1932

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A copy of your letter of October 8th to H. G. Smith, concerning progress of Hillstrom Brothers on surfacing the Doyle Hill-Nimrod Section of the McKenzie Highway, has been received.

I note from Walter Ransom's Weekly Report that Hillstrom expects to start running road rock the week beginning October 10th. As you know, he finished at Shellrock a month or so ago and has been setting up at the Montgomery Quarry. Hillstrom always makes a slow set-up. We did not award the contract to him for 20 days after the bids were opened, which has slowed up his work somewhat. We can not do any more oiling on his job this winter, in any case. Ransom estimates that he will finish about December 15th. The completion date specified was October 31st, and, allowing him the 20 days for delay in awarding the contract, would make it November 21st, so that he is not so very far behind.

On my next trip, I will attempt to expedite matters. Hillstrom does good work and we have no trouble with him, so that perhaps we should forgive him a little on being slow, as some of our other regular contractors are both slow and troublesome.

Very truly yours

E. A. COLLIER
Division Engineer

cc H. G. Smith
EAC:VR

41278

117F

September 24, 1932

Standard Accident Insurance Co.,
A. D. Frumkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

Attached you will find copy of notice of claim filed with the Secretary of State by Ould Freight Line against State Highway Contract No. 1878, which was awarded to Harmon & Tittle for the grading of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County.

The claim is for $31.62 for the hauling of goods and merchandise.

This information is transmitted to you as you appear as surety on the bond of the contractors.

Very truly yours,

Secretary

AJ

cc Harmon & Tittle
Eugene

September 24, 1932

Hal E. Hoss, Secretary of State,
Salem,
Oregon.

Dear Sir:

This acknowledges receipt of your letter of September 22, enclosing copies of notice of claim filed by Owl Freight Line against State Highway Contract No. 1278, which was awarded to Harmon & Tittle for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County.

It is noted that the claim is of $31.82 for hauling goods and merchandise.

Copies of the notice are being sent to the contractors and their surety on the bond.

Very truly yours,

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 22, 1932

Oregon State Highway Commission
State Highway Commission

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received and filed as of this date, a notice of claim by Owl Freight Line, Inc. for hauling goods and merchandise in the sum of $31.62 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway in Lane County, State Highway Construction contract No. 1278.

We are enclosing a copy of this claim for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

To Hal E. Hoss, Secretary of State:

Notice is hereby given that the undersigned, Owl Freight Line, Inc., has a claim for hauling goods, wares and merchandise in the sum of $31.62 against the bond taken from Harmon and Tittle, Principal, and Standard Accident Insurance Company, Surety, for the work of grading the Gate Creek-Nimrod Section of the Mackenzie Highway in Lane County, Oregon, under Oregon State Highway Commission contract No. 1278.

Dated at Portland, Oregon, September 22, 1932.

OWL FREIGHT LINE, Inc.

By H. E. MC CRACKEN

President.

Endorsed: File No. 2119
Filed September 22, 1932
HAL E. HOSS,
Secretary of State.

#1278

117-I

September 21, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of September 20, enclosing copy of notice of claim filed by State Industrial Accident Commission against Harmon & Tittle in connection with State Highway Contract No. 1278 - grading of Gate Creek-Mineral Section of the McKenzie Highway in Lane County.

Copies of the notice are being sent to the contractors and their surety.

Very truly yours,

Secretary

AJ

September 21, 1932

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you copy of notice of claim which has been filed by State Industrial Accident Commission with the Secretary of State against Harmon & Tittle in connection with State Highway Contract No. 1278 - grading of Gate Creek-Mineral Section of the McKenzie Highway in Lane County.

The claim is in the sum of $167.65 and is for contributions due the Accident Fund.

According to our records you wrote the surety bond for the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle,
Eugene

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 20, 1932

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received and filed as of this date, a notice of claim by theState Industrial Accident Commission for contributions due the Accident Fund in the sum of $167.65 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gates Creek-Nimrod Section of the McKenzie Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
SEP 21 1932

Salem, Oregon,
September 17, 1952

To the Secretary of State:

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Accident Fund in the sum of $187.65 against the bond taken from Harmon & Tittle and the Standard Accident Insurance Co. for the work performed on the Gates Creek-Mimrod section of the McKenzie Highway, said job completed and finals were sent out on or about November 30th, 1951.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Chas.J.Early
Commissioner.

RHC:LF

Endorsed: File No. 2118
Filed September 20, 1952
HAL E. HOSS,
Secretary of State.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 30, 1932

RECEIVED
JUL 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for execution and return to this office are three copies of modification of agreement for Oregon Federal Aid Project No. 117-I, Gate Creek-Nimrod section of the McKenzie Highway.

The oil treatment specified is considered adequate to protect the base and carry traffic for a period of one year. A heavier bituminous treated wearing surface will be required to adequately serve traffic. There has therefore been inserted a special clause in Article III of the agreement, obligating the Highway Department to undertake the construction of such surfacing within one year after completion of the present improvement.

Also enclosed is one copy each of the approved estimate and specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
Sr. Highway Engineer

Encls.

117 E

June 16, 1932

Messrs. Carey, Hart, Spencer and McCullough
1410 Yeon Building
Portland, Oregon

Gentlemen:

Reference is made to your inquiry of June 14 regarding payments to Harmon & Tittle, contractors, for highway work performed for the State Highway Commission on the McKenzie River Highway.

The work referred to relates to Contract No. 1278 for the construction of the Gate Creek-Nimrod Section of the McKenzie Highway. Our records disclose that final payment was made to Harmon & Tittle on February 29, 1932. The State Highway Commission has no funds in its hands owing and payable to this contractor.

The statement made to you by Mr. Harmon may be correct in his estimation due to the fact that Harmon and Tittle have claims for additional compensation before the Highway Commission in connection with work performed under that contract. To date the claims have been denied.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

#1278

CAREY, HART, SPENCER AND McCULLOCH

(CAREY AND KERR)

LAW OFFICES

1410 YEON BUILDING

PORTLAND, OREGON

CHARLES H. CAREY
COUNSEL

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
IVAN F. PHIPPS
DAVID L. DAVIES
PHILIP CHIPMAN

JAMES B. KERR
1907 - 1930

June 14, 1932.

RECEIVED
JUN 16 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Department,
Salem, Oregon.

Dear Sir:

We represent The Pacific Telephone and Telegraph Company which has a claim against Mr. L. P. Harmon, of 1566 Willamette Street, Eugene, Oregon. Mr. Harmon is a partner in the contracting firm of Harmon and Tittle who we understand had a road contract with the Highway Commission for work on the McKenzie River Highway.

Mr. Harmon has advised us that the State has not yet paid his firm in full for this work and that he will be unable to pay us until they are paid. We shall appreciate it if you will advise us what, if any, money is still owing to this firm and when payment will probably be made.

Yours very truly,

Carey, Hart, Spencer & McCulloch

DLD:MG

#1278 - State Highway Engineer Section.
#5,595.97 final Issued July 29, 1932
Contract was Completed June 30, 1931
We have no record of any funds coming to this firm from

#1276
1 Under
OR 119 E

May 24, 1956

Standard Accident Insurance Co.,
A. D. Trunkey, Resident Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

This is to inform you that A. B. Berns has filed with the Secretary of State a notice of claim against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County. The claim is in the amount of $284.85 and is for labor performed in connection with the above described project.

A certified copy of the notice is enclosed for your information. You will note that the claim has been assigned by Mr. Berns to the Shell Oil Company.

We are giving you this notification as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene

May 24, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of May 21, enclosing certified copies of notice of claim filed by A. B. Barns against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Nimrod Section of the McKenzie Highway. We note that this claim has been assigned to the Shell Oil Company.

In accordance with our usual practice, we are sending copies of the notice of claim to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Hal E. Hoss
Secretary of State

C. N. Ladomirus
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAY 24 1932
OREGON
STATE HIGHWAY COMMISSION

May 21, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Shell Oil Company and filed as of this date, a notice of claim by A. B. Berns for labor performed in the sum of $284.85 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod section of the McKenzie Highway, State Highway contract No. 1278. We have also filed the assignment of this claim from A. B. Berns to the Shell Oil Company.

We are enclosing a certified copy of this notice and assignment, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

United States of America

NOTICE TO THE SECRETARY OF STATE

Eugene, Oregon
May 17, 1952

To the Secretary of State
and the State Highway Dept.
Salem, Oregon

Dear Sirs:

Notice is hereby given that the undersigned, A. B. Berns, has a claim for work, labor, and services performed in the sum of $284.85 against Harmon and Tittle, the principle contractors, and against the bond taken by Harmon and Tittle from the Standard Accident Insurance Company, for the work of Job #1278, which is for grading Gate Creek, Nimrod Section, McKenzie Highway.

This claim being also for the use of gas and oil used in connection with the work, labor and services above mentioned, said work, labor and services and gas and oils being used in connection with a contract which the said undersigned had from Harmon and Tittle, the principle contractors, in haulling and moving dirt and for work, labor and services furnished otherwise, the total balance due at this time being $284.85.

Yours very truly,

A. B. BERNS

In the presence of:

H. E. VAN BEVERS

A S S I G N M E N T

Eugene, Oregon
May 17, 1952

To the Secretary of State
And the State Highway Dept.
Salem, Oregon

Dear Sirs:

Notice is hereby given that in consideration of the sum of ONE DOLLAR in hand to me paid, and for other good and valuable consideration, I am hereby assigning unto the Shell Oil Company, a corporation, all my right, title and interest in and to my claim of $284.85, which is the balance due me for work, labor and services and materials furnished in connection with my work on said contract #1278 which was for grading Gate Creek, Nimrod Section McKenzie Highway, the principle contractor of which being Harmon and Tittle.

I am also assigning all my right, title and interest in and to my claim against the Bonding Company for bonding Harmon and Tittle which Company being the Standard Accident Insurance Company, and I do hereby assign unto the Shell Oil Company all my right, title and interest in any shape or manner that I have against the said Harmon and Tittle, the State Highway Department, or the Bonding Company, Standard Accident Insurance Company.

Yours very truly,

A. B. BERNS

In the presence of:
H. E. VAN BEVERS

Endorsed: File No. 2046, Filed May 21, 1952, HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by A. B. Berns for labor performed in the sum of $284.85 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway, State Highway contract No. 1278, and the assignment of said claim to the Shell Oil Company, with the original notice filed in the office of the Secretary of State on May 21, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of May, A. D. 1932.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by A. B. Berns for labor performed in the sum of $284.85 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway, State Highway contract No. 1278, and the assignment of said claim to the Shell Oil Company, with the original notice filed in the office of the Secretary of State on May 21, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of May, A. D. 1932.

Hal E Hoss

Secretary of State

#1277
Lane Co
SR 117 I

May 25, 1932

Standard Accident Insurance Company,
A. D. Tremley, Resident Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We are handing you herewith certified copy of notice of claim which was filed with the Secretary of State by A. F. Sems against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Mineral section of the McKenzie Highway in Lane County.

The claim is for $72.95 for labor performed, and $125.00 for truck hauling.

For your information, we also enclose copy of assignment of claim by Arnold Sems to Shell Oil Company, in the sum of $72.95.

This information is furnished you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle,
Eugene,
Oregon

May 25, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of May 24, enclosing certified copies of notice of claim which was filed by A. F. Sens against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Mimred Section of the McKenzie Highway in Lane County; also enclosing assignment of this claim by Arnold Sens.

We are today sending copies of the notice and assignment to the contractors and their surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

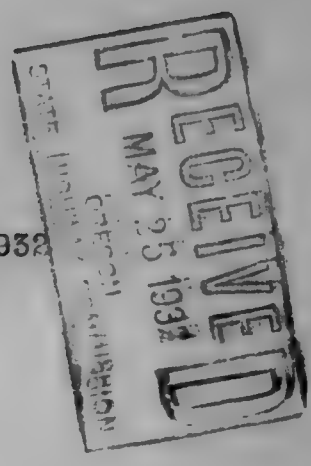
Secretary

AJ

...TSON
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM



May 24, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Shell Oil Company, Albany, Oregon, and filed as of this date, two notices of claim by A. F. Senz, one for labor performed in the sum of $72.95, and one for truck hauling in the sum of $125.00, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway, contract No. 1278.

We are enclosing a certified copy of these notices for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing for your information, copies of the assignment of the above claim for $72.95 to the Shell Oil Company.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

Secretary of State.

HM
encs.

COPY

Albany, Oregon
May 21, 1932

To the Secretary of State
And the State Highway Dept.
Salem, Oregon

Dear Sirs;

Notice is hereby given that in consideration of the sum of ONE DOLLAR in hand to me paid, and for other good and valuable consideration, I am hereby assigning unto the Shell Oil Company, a corporation, all my right, title and interest in and to my claim of $72.95, which is the balance due me for work, labor and services as a day laborer on contract #1278 which was for grading Gate Creek, Mimrod Section, McKenzie Highway, the principal contractor of which being Harmon and Tittle.

I am also assigning all my right, title and interest in and to my claim above referred to against the Bonding Company for bonding Harmon and Tittle, which Company being the Standard Accident Insurance Company, and I do hereby assign unto the Shell Oil Company all my right, title and interest in any shape or manner that I have against the said Harmon and Tittle, the State Highway Department, or the Bonding Company, Standard Accident Insurance Company, for my said services as a day laborer, the balance due me being $72.95. It is hereby understood and agreed that this is not to include my claim for money due me in connection with my c ntract for the hauling or moving of rock with my truck.

Yours very truly,

ARNOLD SENZ

In the presence of:

F. YOUNQUIST
H. V. GRONSOND

Endorsed: File No. 2048
Filed May 24, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

Albany, Oregon
May 21, 1932

To theSecretary of State
And the State Highway Dept.
Salem, Oregon

Dear Sirs:

Notice is hereby given that the undersigned, A. F. Senz, has two claims vs Harmon & Tittle, one of which is for work, labor and services performed in the sum of $72.95, and the other being on a contract whereby A. F. Senz used his truck in the hauling or moving of rock in the amount of $125.00. The said Harmon & Tittle being the principal contractors. The said A. F. Senz is serving this notice for the purpose also of holding the bond taken by said principal contractors from the Standard Accident Insurance Company for the work of Job #1278, which is for grading Gate Creek, Nimrod Section, McKenzie Highway.

The claim for work, labor, and services was for services performed as a day laborer and the other claim is on a contract for moving rock with my truck on said job above referred to.

Yours very truly,

ARNOLD SENZ

In the presence of:

F. YOUNGQUIST
H. V. GRONSOND

Endorsed: File No. 2048
Filed May 24, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notices of claim by A. F. Senz, one for labor performed in the sum of $72.95, and one for truck hauling in the sum of $125.00, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway, contract No. 1278, with the original notices filed in the office of the Secretary of State on May 24, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24th day of May, A. D. 1932.

Hal E Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notices of claim by A. F. Senz, one for labor performed in the sum of $72.95, and one for truck hauling in the sum of $125.00, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway, contract No. 1278, with the original notices filed in the office of the Secretary of State on May 24, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24th day of May, A. D. 1932.

Hal E Hoss

Secretary of State

#1278
Lane Co

PR 117-I

May 2, 1932

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed by Lelia Sales Company with the Secretary of State against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Vimrod Section of the McKenzie Highway in Lane County.

The amount of the claim is $57.56 and is for materials furnished to the contractors.

This information is transmitted to you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene
Oregon

May 2, 1952

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of April 30, enclosing copies of notice of claim filed by Lolin Sales Company against Larsen & Tittle in connection with the contract that was awarded to them by the State Highway Commission for the grading of the Gate Creek-Nimrod Section of the McKenzie Highway in Lane County.

Copies of the notice are being forwarded to the contractors and the surety on their bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAY - 1932

April 30, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Lelin Sales Company for materials furnished in the sum of $57.36 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod section of the McKenzie Highway, State Highway contract No. 1278.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

COPY

Seattle Branch
1419 12th Avenue

R. W. Lee
Manager

LELIN SALES CO.
Manufacturers and Distributors of
TOOLS
Equipment and Specialties
66 North Tenth Street
Portland, Oregon

April 28, 1932.

Secretary of State, State of Oregon,

Salem, Ore.

Dear Sir:

Notice hereby is given that the undersigned, Lelin Sales Co., a Corporation, has a claim for Truck Repair Tools in the sum of $57.36 against the bond taken from Harmon & Tittle written by the Standard Accident Insurance Co. for the work of grading the Gate Creek-Mimrod section of the McKenzie Highway, State Contract No. 1278.

Yours very truly,

LELIN SALES CO.

R. W. LEE,

MGR.

RWL:L

Tool Manufacturers since 1921

Endorsed: File No. 2041
Filed April 30, 1932
HAL E. HOSS,
Secretary of State.

PR 117 L

April 28, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of April 27, enclosing certified copies of notice of claim filed by David Weaver against the bond furnished by Harmon & Tittle in connection with State Highway Contract No. 1278, - grading of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County.

As suggested by you, we are today forwarding copies of the notice to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

April 28, 1932

A. D. Trunkey, Agent,
Standard Accident Insurance Co.,
Spalding Building,
Portland, Oregon.

Dear Sir.

We hand you herewith copy of certified notice of claim filed by David Hoover in the office of the Secretary of State against the bond furnished by Harmon & Tittle in connection with their State Highway Contract No. 1278 - grading of the Gate Creek-Mimrod Section of the McKenzie Highway in Lane County.

The amount of the claim is $12.00.

This information is transmitted to you as you appear as surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene, Oregon

...E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 27, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by David Weaver for labor and materials furnished in the sum of $12.00 against the bond taken from Mr. Harmon, principal, and Standard Accident Insurance Company, surety, for work on the Doyle Hill-Nimrod Section of the McKenzie Highway, State Highway contract No. 1278.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
APR 28 1932

Vida, Oregon.

April 24, 1932.

Secretary of State
State of Oregon,
Salem, Oregon.

Notice hereby is given that the undersigned David Weaver has a claim for removing rocks shot into my field for which Mr. Harmon agreed to pay me $10, and replacing a plow beam broken by the contractors while using the plow, value $2. making the total amount claimed twelve dollars ($12) against the bond taken from the Standard Accident Insurance Company for the work of grading the Doyle Hill-Nimrod section of the McKenzie Highway. State Highway Contract No. 1278.

DAVID WEAVER

Endorsed: File No. 2039
Filed April 27, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by David Weaver for labor and materials furnished in the sum of $12.00 against the bond taken from Mr. Harmon, principal, and Standard Accident Insurance Company, surety, for work on the Doyle Hill-Nimrod section of the McKenzie Highway, State Highway contract No. 1278, with the original notice filed in the office of the Secretary of State on April 27, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of April, A. D. 1932.

Hal E Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by David Weaver for labor and materials furnished in the sum of $12.00 against the bond taken from Mr. Harmon, principal, and Standard Accident Insurance Company, surety, for work on the Doyle Hill-Nimrod section of the McKenzie Highway, State Highway contract No. 1278, with the original notice filed in the office of the Secretary of State on April 27, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 27th day of April, A. D. 1932.

Hal E Hoss

Secretary of State

#1-78
R-2 Co

PR 117 I

April 26, 1932

Lelin Sales Co.
66 North Tenth Street
Portland, Oregon

Gentlemen:

Attention R. W. Lee, Manager

Reference is made to your letter of the 23rd inst. advising us of your claim in the sum of $37.36 against Harmon & Tittle for merchandise furnished them in connection with their contract for highway construction work on the McKenzie Highway in Lane County, Oregon.

The contract to which you refer is State Highway contract No. 1278 for the grading of the Gate Creek-Nimrod section of the McKenzie Highway. Harmon & Tittle were required to furnish the state with surety bond in connection with claims against the project. This bond is in the sum of $56,275.50 and was written by the Standard Accident Insurance Company for whom Mr. A. D. Trunkey, with offices at 618 Spalding Building, Portland, Oregon, is agent.

I would suggest that you take up the matter of your claim with the agent of the bonding company, also filing notice with the Secretary of State as provided by Chapter 280, General Laws of Oregon for 1931, mimeographed copy of which is inclosed for your further information. Should you secure no satisfaction from the bonding company, you still have recourse by an action in the Courts.

In accordance with our usual practice we are today calling this matter to the attention of the bonding company and the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

by

Secretary

HBG:jn
inclosure

April 26, 1932

A. D. Trunkey, Agent
Standard Accident Insurance Company
818 Spalding Building
Portland, Oregon

Dear Sir:

This letter is to inform you that we have today received letter from the Lelin Sales Co. of Portland, Oregon, per attached copy, setting forth that the contracting firm of Harmon & Tittle is indebted to the Lelin Sales Co. in the amount of $57.36 for merchandise shipped in connection with contract awarded to Harmon & Tittle, being State Highway contract No. 1278 for the grading of the Gate Creek-Nimrod section of the McKenzie Highway.

This information is given you as your name appears as surety on the bond furnished by Messrs. Harmon and Tittle in this instance.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jm
inclosure
c.c. Messrs. Harmon & Tittle
Eugene, Oregon

...LE BRANCH
1419 12th Avenue

R. W. LEE
Manager

LELIN SALES CO.

MANUFACTURERS AND DISTRIBUTORS OF

TOOLS

EQUIPMENT AND SPECIALTIES

66 NORTH TENTH STREET
PORTLAND, OREGON

RECEIVED
APR 26 1932
OREGON
STATE HIGHWAY COMMISSION

April 23, 1932.

The Oregon State Highway Commission,
Salem, Ore.

Gentlemen:

In November and December 1931 we shipped merchandise to the amount of $57.36 to the contracting firm of Harmon & Tittle then working on a highway contract at Vida, Ore.

Since then we have been unable to get them to pay for the goods. In fact they will not even answere our letters.

We understand that all contractors working on highway projects are bonded. We are writing to ask what proceedure is necessary to file this claim against Harmon & Tittle. We will appreciate your giving us this information.

Yours very truly,

LELIN SALES CO.

R. W. Lee

MGR.

RWL:L

ANSWERED
H. B. G.

EC EC

PR-117-I

April 20, 1932

J. W. and J. R. Hillstrom,
1227 North 8th Street,
Marshfield, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Doyle Hill-Elmrod Section of the McKenzie Highway in Lane County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

#127
Loose
PR117

April 15, 1932

Mr. David Weaver,
Vida,
Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 11th instant, advising us of your claim in the sum of $12.00 against Harmon & Tittle, being for services rendered Harmon & Tittle in connection with their contract for the grading of Gate Creek-Mineral Section of the McKenzie Highway in Lane County—State Highway Contract No. 1278.

In connection with this contract the contractors were required to furnish a surety bond for the protection of claims incurred against the project. This bond was written by Standard Accident Insurance Company, for whom A. D. Trumkey is the local agent with offices in the Spalding Building, Portland, Oregon.

We would suggest that you take up the matter of your claim with the bonding company and also file notice of the same with the Secretary of State, in conformance with the provisions of Chapter 280 of the Laws for 1931, a mimeographed copy of which we enclose.

According to our usual practice, this matter is being called to the attention of the contractors and the surety on their bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

April 15, 1932

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We received today the following letter from David Weaver of Vida, Oregon, which is self-explanatory:

"I wish to call your attention to Harmon and Tittle - they are owing me $12, $10 for hauling off rock and ten dollars was the agreement and $2 for breaking my plow, making a total of $2.00."

This information is given you as you furnished the surety bond for Harmon & Tittle in connection with State Highway Contract No. 1278, which is for the grading of the Gate Creek-Mimrod Section of the McKenzie Highway in Lane County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene, Oregon

Vida Ore
April 11 1932

Oregon State Highway

Commissioner -
Dear Sir
I wish to call your
attention to Dan Hamm
and Tillie - his wife owning
me $12 to for hauling ff
Rock and Sand
for the pavement of
$2 for hauling 114 Yard
making a total of $62 00
Respectfully Yours
David Hamm
Vida
Ore

P[illegible]

lection of March 14th report-
117-I on the Willamina Highway
ding.

r order, will refer you to
ur engineer. Please be ad-
for a number of years. It
and was originally approved
o years ago. In fact, he
e specification had proved
ch prefer to make no change.
fusion of these projects
3/4" to 2" - 1". In com-
d change the size, which
es rather than a thickness

rwise that the leveling
on which to lay the water-
we can get a much more
a smooth base. The smaller
s" crusher-run sub-base
the water-bound macadam
study of bituminous macadam
and water-bound macadam through the New England States where they have used this construction for a number of years very satisfactorily.

The standard specifications for 1929 of the Commonwealth of Massachusetts, Department of Public Works, from my conversation with Mr. Kelvey, Assistant Construction Engineer, consisted of the construction of a 4-1/2" compacted thickness water-bound macadam over an 8" to 12" compacted run-of-bank sub-base on which was constructed a wearing surface 2-1/2" bituminous macadam. The broken stone in the water-bound macadam consisted of either No. 1 or No. 1 and No. 2 stone. When both the No. 1 and No. 2 stone were used, not more than 40% of the No. 2 stone was specified. The No. 1 stone ranged from 2-1/2" to 1-1/4" in

PP117

March 22, 1932

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon

Dear Sir:

Reference is made to your communication of March 14th regarding Federal aid projects 117-D, 117-H and 117-I on the McKenzie Highway recently submitted for approval as to surfacing.

Taking up your criticisms in their order, will refer you to the 1-1/2" - 3/4" size for the B-1 bituminous macadam. Please be advised that we have used this specification for a number of years. It was formerly known as the B-5 specification and was originally approved by Mr. Frickstad on his visit here some three years ago. In fact, he was instrumental in designing this type. The specification has proved to be very satisfactory and we would very much prefer to make no change. However, due to a misunderstanding and a confusion of these projects with 155-B, we agreed to a change from 1½" - 3/4" to 2" - 1", In consequence, we will stand by our proportion and change the size, which will, in effect, build a 2" bituminous macadam rather than a thickness of 1½".

Regarding your second paragraph, advise that the leveling course was to obtain a very smooth surfacing on which to lay the water-bound macadam inasmuch as we have found that we can get a much more satisfactory water-bound macadam when laid on a smooth base. The smaller rock will take out the irregularities in the 3" crusher-run sub-base materials. Regarding the size of the rock in the water-bound macadam top course, will state that I made quite a study of bituminous macadam and water-bound macadam through the New England States where they have used this construction for a number of years very satisfactorily.

The standard specifications for 1929 of the Commonwealth of Massachusetts, Department of Public Works, from my conversation with Mr. McAvoy, Assistant Construction Engineer, consisted of the construction of a 4-1/2" compacted thickness water-bound macadam over an 8" to 12" compacted run-of-bank sub-base on which was constructed a wearing surface 2-1/2" bituminous macadam. The broken stone in the water-bound macadam consisted of either No. 1 or No. 1 and No. 2 stone. When both the No. 1 and No. 2 stone were used, not more than 40% of the No. 2 stone was specified. The No. 1 stone ranged from 2-1/2" to 1-1/4" in

size and the No. 2 stone from 1-1/4" to 3/4" in size. In either case the coarse stone was filled with screenings. I asked him why they allowed the use of the No. 2 stone and he stated that they did that only when they were required to crush the materials locally and in order to avoid expense in crushing. When it is possible for the contractors to buy from the large commercial quarries, such as are prevalent throughout Connecticut and parts of Massachusetts, they can use the No. 1 stone without any loss because of the ready sale for the smaller materials from the commercial plants.

Now, with reference to Pennsylvania, will advise that their water-bound macadam was generally laid to a depth of 4" compacted thickness. In general they used a stone from 2-3/4" to 1-1/4" filled with screenings from 5/8" to dust. I have never seen any water-bound macadam construction where they use a stone the full depth of the compacted surfacing, and imagine it would be very hard to get a smooth job. I have seen a number of miles of sledge stone base construction in Missouri and Tennessee and parts of Indiana where they use 5" and 8" stone maximum dimension which would be approximately 4" on the minor diameter, and these jobs are invariably quite rough.

I presume that the only serious objection that you could have to both the water-bound and bituminous macadam specifications is to determine if they are well filled, and will advise that numerous tests made during the past two seasons have indicated that we have fulfilled this requirement and that we have obtained substantial jobs.

If you, however, prefer to make the coarse bituminous macadam rock from 8" to 1" instead of 1-1/2" to 3/4", we will negotiate with the low bidders before making the award.

However, we would appreciate your reconsideration of the B-1 specification for other projects as submitted, because it has been used in this state for a number of years very satisfactorily and because it was originally worked out in conjunction with your Mr. Fricksted and with his full approval. We will, however, make the change as stated for this project.

We would further appreciate your consideration of our water-bound macadam specification which is based on the best experience of the New England States, who have used this specification successfully for a number of years.

Very truly yours

State Highway Engineer

RHB:HI

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
MAR 16 1932
HIGHWAY COMMISSION

March 14, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Projects Nos. 117-D, 117-H and 117-I, McKenzie Highway, recently submitted for approval as to surfacing.

The various rock sizes for bituminous macadam are criticized in that a more uniform size will give a better mechanical bond and the larger size will admit the 3/4" key rock without too much displacement of the coarse rock. The size and quantity of the coarse rock in stockpiles indicate a B-1 bituminous macadam for which coarse rock 1-3/4" x 1-1/4" is preferred.

The specification for the base is unusual in that two inches, possibly 1-1/2"-3/4" rock is specified under the waterbound macadam. On this project with the subbase construction called for, it does not seem that a leveling course is necessary. Objection has been raised to the size of coarse aggregate in the waterbound macadam top course which is more suitable for a 2-1/2" to 3" thickness. Best results are obtained, in this method of construction, when a good portion of the coarse rock takes the form of headers, extending from top to bottom of the course. Some difficulty will probably be experienced in complete filling of the voids in the lower half of the 4" top course. It is also noted the specifications do not specify any length of completed base course ahead of placing the top course.

Both waterbound and bituminous macadam surfacing specifications indicate that in fixing rock sizes they are unduly influenced by anticipated crusher production. Additional crushing to produce rock of desired size should not add materially to the cost and would be more than compensated by the greater durability of the pavement.

We are advised that the specifications as submitted are not considered satisfactory for approval for Federal participation. If you have further information justifying the specifications, they should be submitted promptly. In this connection it might be well to withhold awarding the contract until these matters are satisfactorily adjusted.

Very truly yours,

W. H. LYNCH
District Engineer

Upper Hill Mountain

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.
POST OFFICE BUILDING,
PORTLAND, OREG.

RECEIVED
MAR 1 1932

PR 117-I

IN YOUR REPLY PLEASE
REFER TO FILE No.

March 18, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of March 14th and also conversation of March 16th relative to the surfacing of Oregon Federal Aid Projects 117-D, H and I, McKenzie Highway, for which bids were received on March 3rd, 1932.

We are in receipt of advice that these projects will be recommended for approval providing the changes agreed upon are made. These changes were as follows:

For the bituminous macadam the coarse rock to be 2" to 1"; key rock $\frac{3}{4}$" to $\frac{1}{2}$", and screenings $\frac{1}{2}$" to $\frac{1}{4}$".

However, the approval of these projects should not be considered a precedent, and before future projects are submitted careful consideration should be given the questions raised in our letter of the 14th, and these points cleared up.

Very truly yours,

W. H. LYNCH
District Engineer.

Changes made as requested.

#1278

PP 1174

March 8, 1928

Standard Accident Insurance Co.,
A. D. Ormsbee, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed with the Secretary of State by Baker Machinery Company against Harmon & Tittle in connection with their contract for the grading of the Coos Creek-Elkrod Section of the Willamina Highway in Lane County--State Highway Contract No. 1278.

Said claim is in the sum of $1550.31, and is for materials furnished to the contractors in connection with the above described project.

This information is given you as you are the bonding company that wrote the bond for Harmon & Tittle.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene, Oregon

STATE OF OREGON
Department of State
SALEM

March 8, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We thank you for your letter of March 8, enclosing certified copies of notice of claim filed by Salzer Machinery Company against Harmon & Tittle, in the sum of $1350.81 for materials furnished them in connection with State Highway Contract No. 1270, which is for the grading of the Gate Creek-Hinred Section of the McKenzie Highway in Lane County.

As suggested by you, we are today forwarding copies of said notice to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

...ROSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 8, 1932

RECEIVED
MAR 9 1932
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Balzer Machinery Company for materials furnished in the sum of $1350.31 together with interest thereon, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Moss

HM

Secretary of State.

NOTICE OF CLAIM

TO: STATE OF OREGON
OREGON STATE HIGHWAY COMMISSION
HARMON & TITTLE, EUGENE, OREGON
STANDARD ACCIDENT INSURANCE COMPANY, SPALDING BLDG.,
PORTLAND, OREGON.

NOTICE IS HEREBY GIVEN that the undersigned BALZER MACHINERY CO., a co-partnership consisting of R. L. Balzer and Ethel Balzer, has a claim for materials furnished, consisting generally of Drill Steel, Air Hose and Repair Parts, replacing those worn out on job, the drill steel being consumed on job, in the sum of $1350.81 with interest thereon as by law provided, against the bond taken from Harmon & Tittle, a partnership of Eugene, Oregon, principal of said bond, and Standard Accident Insurance Company, a corporation, as surety for said bond, for the work of highway improvement, contract #1278 - Gate Creek-Nimrod Section of the McKenzie Highway in Lane County; that the State of Oregon contracted with said principal, Harmon & Tittle, to do said work and said bond was furnished as by the terms of said contract and the laws of the State of Oregon provided and to insure the faithful performance of said contract as to its terms provided and by law required; that the said materials furnished as aforesaid by claimant to said Harmon & Tittle were furnished for and used in the performance of the work called for by said contract and bond; that attached hereto is a detailed statement of said claim and made a part hereof.

IN WITNESS WHEREOF, claimant, Balzer Machinery Co., a co-partnership as aforesaid, has caused these presents to be executed by R. L. Balzer, one of said co-partners hereunto duly authorized this 7th day of March, 1932.

BALZER MACHINERY COMPANY,

Per R. L. BALZER

* * * * * * * * * * * * * * * * * * * *

HARMON & TITTLE, EUGENE, OREGON
February 29, 1932

Apr. 17	25 pieces used 7/8" Hex. Hollow Drill Steel with Collars as listed: 3-2', 3-4', 3-6', 5-8', 3-10', 3-12', 3-14', 1-16', 1-18', 2-20' 566#	.10	56.60	
	25 Collars	.50	12.50	
	5 pieces new 7/8" Hex Hollow Drills as listed:			
	2-16' Drills	8.20	16.40	
	2-18' Drills	9.00	18.00	
	1-20' Drill		9.80	113.30
Apr. 17	1-Hand Collaring Machine 7/8" Hex.		75.00	
	1 Set (8) Hand Sharpening Tools as listed:			
	1-Sow 9/16" slot		4.40	
	1-Bottom Spreader		2.00	
	1-Set Hammer		1.65	
	1-Top Fuller		1.35	
	1-Quarter Dolly		2.60	
	1-4-pt. Spreader		2.00	
	1-Square Faced Dolly less pin		4.00	
	1-Punch		1.10	94.10

Apr. 25	30 Pieces 7/8" Hex Hollow Drills as listed:				
	10-Pieces 2' Drills		2.60	26.00	
	10- " 4' "		3.40	34.00	
	10 " 6' "		4.20	42.00	102.00
May 2	Balance of initial payment on conditional sale contract covering compresser outfit				175.00
May 6	6 G-D Air Hose Spuds				
	6 " " " Gaskets		.50	3.00	
May 6	2 G-D Air Hose Spuds		.05	.10	5.60
	6 " " " Nuts		.50	1.00	
	6 " " " Nipples		.55	3.30	
	6 " " " Clamps		.45	2.70	
May 2	Freight on Drill Sharpener, Oil Forge, Oil Tank, 2 G-D Drills 3525#		.50	5.00	10.00
May 14	1-D83-105 McLellan Bit Dolly 1-3/8"		.62	21.86	21.86
	1-D85-107 McLellan Bit Dolly 1-1/2"			8.25	
	-2-			8.25	16.50
June 1	300' 7/8" Hex Hollow SKF Drill Steel long lengths 876#				
June 22	1-#11 G-D Drill, Serial #62067		.13	87.88	87.88
	100' 5/4" Hose with Fittings - per 50'			170.00	
	4-Side Rods and Nuts		17.50	35.00	
	4-Side Rod Springs		1.25	5.00	
	4-3/4" Air Hose Spuds		1.30	5.20	
	8-#7-11C Pawl Springs		.50	2.00	
	4-#7-11B Pawl Plungers		.10	.40	
	4-#90-11A Pawls		.20	.80	
	6-#11-56AB Steel Pullers		1.05	4.20	
	2-#11-25-55 Rifle Bars		5.05	10.10	
	2-#11-25-55 Rifle Nuts		12.10	24.20	
	1-#57-7L Chuck Liners		3.30	3.30	
June 22	3-#57-7L Chuck Liners 7/8" Hex		5.40	5.40	280.60
	Postage		5.40	16 .20	
June 22	6-#11-15S Valve Cap Screws			.10	16.30
	Postage and insurance		.55	5.30	
June 27	1-#11-9C Hammer			.12	5.42
	1-#11-VB Exhaust Valve			20.90	
	1-#11-1HB Exhaust Valve Handle			2.20	
	1-#11-33 Ratchet Ring			.85	
	1-#11-33P Ratchet Ring Dowell Pin			7.05	
	4-#90-11A Pawls			.10	
	4-#7-11B Pawl Plungers		1.00	4.00	
	4-#7-11C Pawl Springs		.20	.80	
	12-#11-36D Pivot Pins		.10	.40	
	1-#11-16B Rear Valve		.10	1.20	
	1-#11-16A Front Valve			5.70	
	1-#11-15B Front Valve Plug			6.45	
	1-#11-15A Rear Valve Plug			6.40	
	1-#60-147 Swivel Air Conn. Tube			3.50	
	1-#60-146 Swivel Air Conn. Plug for G-D Drill			3.30	
June 27	2-#11-14G Rifle Bar Plate Washer			1.95	64.80
	1-#11-12B Throttle Valve		.10	.20	
	1-#7-12L Throttle Valve Nut			5.05	
	1-#11-12EA Throttle Valve Handle			.05	
	2-#775W-28 Filler Plugs			.85	
	2-#11-15R Valve Plug Washer Retainers		.45	.90	
	4-#11-15C Valve Plug Washers		.10	.20	
	8-#11-25-55 Rifle Nuts		.20	.80	
	2-#11-5A Side Rod Springs		5.30	9.90	
	2-#11-5 Side Rods, Nuts & Washers		1.15	2.30	
	1-#11-12D Throttle Valve Spring		1.25	2.50	
	Postage			.40	
				.21	
	for G-D Drill #11				23.56

United States of America

June 24	500'-7/8" Hex Hollow Crucible Drill Steel 1014#	.15	151.82	151.82
July 1	2-#11-15R Valve Plug Washer Retainers	.10	.20	
	2-#11-15C Valve Plug Washers		.30	
	Postage	.05	.10	
			.04	.64
July 30	2-#11-25-35 Rifle Nuts	3.00	6.00	
	2-#11-28-35 Rifle Bars	11.00	22.00	
	2-#11-9C Hammers	19.00	38.00	
	6-#11-15S Valve Cap Screws	.50	3.00	
	2-#11-12D Throttle Valve Spring	.35	.70	
	6-#7755-38 Filler Plugs	.40	2.40	
	for Model 11 G-D Drill			72.10
July 27	6-#11-15C Valve Plug Washers	.20	1.20	
	6-#11-15R Valve Plug Washer Retainers	.10	.60	
	Postage		.08	1.88
July 24	4-#315 Type AA Unloading diaphragms for G-D Portable Air Compressor	.35	1.40	1.40
July 21	9 Bars 7/8" Hex Hollow Cricible Drill Steel 510#	.15	66.30	66.30
July 30	1 #11-35 Ratchet Ring		6.35	
	6 #11-35P Ratchet Ring Dowell Pins	.10	.60	7.04
July 27	2-#11-35 Ratchet Rings for Model 11 G-D Drill	6.35	12.70	
	Postage and insurance		.15	12.85
July 30	2-#11-35 Ratchet Rings for Model 11 G-D Drill	6.35	12.70	
	Postage and insurance		.15	12.85
July 31	1-Radiator Core Section for Class 220 G-D Portable Air Compressor, Serial #65824		25.00	25.00
Sept. 2	2-#88 Type Rubber Fan Belts for Class 220 AA Air Compressor	3.00	6.00	
	1-High Pressure Oil Gauge for same		2.15	
	Postage and insurance		.18	8.33
				1350.51

Endorsed: File No. 2025
Filed March 8, 1932
HAL E. ROSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Balzer Machinery Company for materials furnished in the sum of $1350.31 together with interest, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway in Lane County, State Highway contract No. 1278, with the original notice filed in the office of the Secretary of State on March 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of March, A. D. 19 32.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Balzer Machinery Company for materials furnished in the sum of $1350.31 together with interest, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway in Lane County, State Highway contract No. 1278, with the original notice filed in the office of the Secretary of State on March 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of March, A. D. 1932.

Hal E. Hoss

Secretary of State

#1278
Lane Co
PP#1170

March 7, 1932

Anderson Bros.,
% John H. Hickson,
Attorney at Law,
Pittock Block,
Portland, Oregon.

Gentlemen:

We have received today through your Attorney, Mr. John H. Hickson, your receipt and release, acknowledging receipt from Harmon & Tittle of the balance due you in connection with State Highway Contract No. 1278, which was awarded to Harmon & Tittle for the grading of the Gate Creek-Elmrod Section of the McKenzie Highway in Lane County.

1278

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene, Oregon

cc A. D. Trunkey, Agent,
Spalding Bldg.,
Portland

March 7, 1932

Mr. John M. Hickson,
Attorney at Law,
Pittock Block,
Portland, Oregon.

Dear Sir:

We wish to acknowledge receipt of your letter of March 4, enclosing receipt and release executed by Anderson Bros., in favor of Barnum & Tittle in connection with State Highway Contract No. 1278.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

RECEIVED

JOHN M. HICKSON
ATTORNEY AT LAW
PITTOCK BLOCK
PORTLAND, OREGON
BROADWAY 0878

March 4, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

I enclose herewith receipt and release from Anderson Bros. acknowledging receipt from Harmon & Tittle of $256.45, the balance due them on the Gate Creek-Nimrod section of McKenzie Highway under State Highway Contract No. 1278, and releasing the said Harmon & Tittle from any further claims or demands which they, the said Anderson Bros. may have against said Harmon & Tittle arising out of that contract.

Yours very truly,

J. M. Hickson

JMH:H
Encl.

RECEIVED
MAR 7 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon.
March 4, 1932.

Oregon State Highway Commission,
L. P. Harmon and Lee Tittle,
co-partners, doing business as
Harmon & Tittle, and
Standard Accident Insurance Co.,
a corporation.

Gentlemen:-

RECEIPT IS HEREBY ACKNOWLEDGED of all sums of money due or becoming due to G. D. Anderson and C. W. Anderson, doing business as Anderson Bros. from L. P. Harmon and Lee Tittle, co-partners doing business asHarmon & Tittle on account of work, labor and services performed and materials furnished by the said Anderson Bros. to the said Harmon & Tittle in connection with that certain contract made and entered into by and between the State of Oregon and the said Harmon & Tittle, co-partners, for the grading and surfacing of that portion of highway in the State of Oregon known as Gate Creek-Nimrod section of McKenzie Highway in Lane County, Oregon, being State Highway Contract No. 1278, and said Anderson Bros. do hereby release and forever discharge said Harmon & Tittle of and from any and all claims or demands of any kind or character arising out of said contract.

ANDERSON BROS.

BY Carl Anderson

RECEIVED
MAR 7 1932
OREGON
STATE HIGHWAY COMMISSION

Sleyh Hill-Nimrod

PIF 117-I

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREG.

March 1, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of plans, specifications and estimate for surfacing Oregon Federal Aid Projects Nos. 117-D, H and I.

In checking over these papers we have the following comments to make:

The estimate provides for preliminary oil treatment but this is not supported by the necessary specifications. However, from the quantities, it appears that the preliminary oil treatment is type O-9, which has been objected to when followed by a bituminous macadam, apparently the procedure to be followed on these projects. In this connection, attention is called to our letter of February 26, relative to Project No. 153-B. It is suggested that a lighter preliminary oil treatment be specified instead of the O-9 treatment.

We shall be unable to recommend approval of the above projects pending an adjustment of the above comments.

Very truly yours,

W. H. LYNCH
District Engineer

Discussed with Mr. Bryant
Revised specifications
for oil treatment
sent to Salem March 2nd.
Project approved by
Portland Office March 3rd.

Form 39—F-21635—5M—5-31

pp 117 L

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb. 27, 1932., *193*

Job name Doyle Hill-Nimrod — *Week from* Feb. 20, 1932 *to* Feb. 27, 1932.

Mail address Leaburg, Oregon.

Highway McKenzie — *Telegraph or telephone address* Leaburg, Oregon.

County Lane *Job prefix* 20PU — *Express and freight address* Leaburg, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Almost all of the past week has been used in going over the proposed surfacing job. There has been a number of contractors here each day.

A crew has started ditching the swamps on the Kiston place.

RECEIVED

(See back of this sheet for instructions and detailed information)

Signed [signature]

Title Resident Engineer.

GRADING CONSTRUCTI

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage (ection to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

PIP 117-L

Eugene, Oregon
February 25, 1932

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have completed our contract #1278 for grading the Gate Creek-Mineral Section of the McKenzie Highway, with the exception of a few minor clean-up items, and understand that the final check in the amount of $5505.97 in payment for this work is ready for delivery to us.

We have a number of piling on the stock on the right of way which we desire to leave there until we can sell them. Some rock was shot onto the property of Mr. Shough during our operations, and we are at present removing this rock and replacing his water system.

In order that we may receive our final check now and that you may be assured that we will remove the piling within six months and will complete the clean-up work, we are attaching hereto our certified check for $100.00. Should we fail to remove the piling within six months or to complete the clean-up work on Mr. Shough's place, we forfeit this check and you are authorized to dispose of the piling in such manner as you select and to complete the clean-up work with your own forces.

Should the expense of removing the piling and finishing the clean-up work be less than $100.00, we are to receive the difference. Should we remove the piling and complete the clean-up work to your satisfaction, the check is to be returned to us.

Very truly yours

HARMON AND TITTLE

By Lee Tittle

Check deposited with
Miss Gregory, March 1st
Draft

#1278
Lane Co

PF 117-L

February 19, 1938

Mr. John M. Hickson,
Attorney at Law,
Pittock Block,
Portland, Oregon.

Dear Sir:

Your request for a certified copy of the Harmon & Tittle contract has been referred to us by the Secretary of State.

Attached hereto you will find a certified copy of the said contract and bond, which is for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 19, 1932

Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

This is to advise that we have received your letter of the 17th instant, enclosing certified copies of notice of claim filed by John M. Hickson, attorney of Portland, for Anderson Bros.; said claim being against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Elmrod Section of the McKenzie Highway in Lane County.

We are today forwarding copies of said notice to the contractors and their surety.

A certified copy of the above mentioned contract is being mailed to Mr. Hickson, as requested by him.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 19, 1932

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed by John M. Hickson, Portland attorney, with the Secretary of State for Anderson Bros.; said claim being against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Elmrod Section of the McKenzie Highway in Lane County.

This information is given you since you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle,
Eugene, Oregon.

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 19 1932
OREGON
STATE HIGHWAY COMMISSION

February 17, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from John M. Hickson, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Anderson Bros. for labor and materials furnished in the sum of $256.45 with interest, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Co., surety, for work on the Gate Creek-Nimrod section of the McKenzie Highway in Lane County.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Mr. Hickson requested in his letter that a certified copy of the contract and bond be forwarded to him.

Yours very truly,

Hal Hoss

HM

Secretary of State.

NOTICE OF CLAIM

TO STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, L. P. HARMON AND LEE TITTLE, CO-PARTNERS DOING BUSINESS AS HARMON & TITTLE, And STANDARD ACCIDENT INSURANCE CO. OF DETROIT.

NOTICE IS HEREBY GIVEN that the undersigned, C. W. Anderson and G. D. Anderson, co-partners doing business as Anderson Bros. have a claim for work, labor and materials in the sum of $256.45 with interest thereon as by law provided, against the bond taken from the said Harmon & Tittle, co-partners, principals of said bond and Standard Accident Insurance Co. of Detroit, a corporation, as surety, for the work of grading and surfacing that portion of the highway in the State of Oregon, known as Gate Creek - Nimrod section of McKenzie Highway in Lane County, Oregon; that the State of Oregon contracted with the said Harmon & Tittle to do said work during the month of August or September, 1931, the exact date being unknown to claimants and said bond being given to insure the faithful performance of said contract as by its terms provided; that the work, labor and materials aforesaid furnished by claimants were furnished for and used in the performance of the work called for by said contract and bond and consisted of hauling gravel and dirt, truck hire, and labor.

IN WITNESS WHEREOF, the claimants have hereto set their hands and seals this 15th day of February, 1932.

ANDERSON BROS,
By C. W. ANDERSON
G. D. ANDERSON

* * * * * * * * * * * * * * * * *

AFFIDAVIT

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

I, C. W. Anderson, being first duly sworn, depose and say that I am one of the co-partners doing business as Anderson Bros, who furnished work, labor and materials consisting of grading and surfacing that section of the McKenzie Highway in Lane County, Oregon, known as Gate Creek-Nimrod Section of said Highway; that said work, labor and materials were performed, furnished and used in the performance of that certain contract made and entered into between the State of Oregon and L. P. Harmon and Lee Tittle, co-partners, doing business as Harmon & Tittle, during the months of September and October, 1931; that there is a balance due and owing to said Anderson Bros. for said work, labor and materials in the sum of $256.45, which has not been paid and is still due and owing to said Anderson Bros.

This affidavit is made for the purpose of securing certified copy of contract and bond made and entered into by and between the principal contractors Harmon & Tittle and its surety whomever it may be, and the State of Oregon relative to the aforesaid work.

ANDERSON BROS.
BY C. W. ANDERSON

Subscribed and sworn to before me this 15th day of February, 1932.

(SEAL)

RUTH BLACK HANNAFORD
Notary Public for Oregon.
Commission expires: 7/18/32

Endorsed: File No. 2007
Filed February 17, 1932
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Anderson Bros. for labor and materials furnished in the sum of $256.45 with interest, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company of Detroit, surety, for work on the Gate Creek-Nimrod section of the McKenzie Highway in Lane County, Oregon, with the original notice filed in the office of the Secretary of State on February 17, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of February, A. D. 19 32

Hal E Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Anderson Bros. for labor and materials furnished in the sum of $256.45 with interest, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company of Detroit, surety, for work on the Gate Creek-Nimrod section of the McKenzie Highway in Lane County, Oregon, with the original notice filed in the office of the Secretary of State on February 17, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of February, A. D. 19 32.

Hal E Hoss

Secretary of State

Form 30—F-21685—5M—6-31

PR 117 L

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

Date Feb. 6, 1932

Job name Gate Creek-Wilrod

Week from Jan. 30, 1932 *to* Feb. 6, 1932.

Mail address Leaburg, Oregon.

Highway McKenzie

Telegraph or telephone address Leaburg, Oregon.

County Lane *Job prefix* 20PT

Express and freight address Leaburg, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

We finisne the vicinity map of Elk creek and the remainder of the ti e has been used in setting right-of-way posts.

This is t e last da for t e party as they will be laid off to-night.

RECEIVED
FEB 9 1932
DIVISION NO. 3

(See back of this sheet for instructions and detailed information)

Signed [signature]

Title Resident Engineer.

GRADING CONSTRUCTI

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1278

January 30, 1932

Standard Accident Insurance Company,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1278 for the construction of the Gate Creek-Vidrod Section of the McKenzie Highway in Lane County, consisting of 8.10 miles of grading, has been completed by the contractors, Hamon & Tittle, and that final settlement will be made by the State with said contractors for work done under said contract on or after February 9th, 1932.

The State has been advised of the following claims against this contract: F. L. Brown - $2,250.00 for rental of shovel - Twin Oaks Lumber Co. - $3,044.00 for material; Booth-Kelley Lumber Co. $80.76 for material; Ed. Zimmerman - $15.00 for damage to mowing machine. Please be advised that the State assumes no responsibility for any of the above claims, or of any others which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $107,024.89 including the final payment. Of this amount $1,037.69 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1278
Land Co

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

January 20, 1932

PC 117 L

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing herewith a copy of a letter from the Mercer Steel Company, Inc., advising of their release of a notice of claim for materials furnished in the sum of $379.38 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section of the McKenzie Highway.

This notice of claim was filed in the office of the Secretary of State on November 20, 1931.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

Phone Broadway 8088

MERCER STEEL COMPANY, INC.
Reinforcing steel and specialties
194 North Thirteenth Street
Portland, Oregon

January 19, 1932.

Secretary of State,
Salem, Oregon.

Dear Sir:

On November 19, 1931, we filed claim as follows:

"Notice is hereby given that the undersigned, Mercer Steel Company, Inc., an Oregon corporation, has a claim for reinforcing steel furnished in the sum of THREE HUNDRED SEVENTY-NINE AND38/100 ($379.38) against the bond taken from the Standard Accident Insurance Company, (A. D. Trunkey, Agent, Spalding Building, Portland, Oregon) by Harmon & Tittle for the work of bridges #1604 and #1609, Project F.A.117-1, Contract #1278, Gate Creek-Nimrod Section, McKenzie Highway."

This is to advise you that we have received payment in full on this account and our claim is hereby released.

Very truly yours,

MERCER STEEL COMPANY, Inc.

By: H. D. MERCER, SECTY.

HDM:P

#12
Lane Co

PIF 117

January 8, 1932

The South-Kelly Lumber Co.,
Eugene,
Oregon.

Attention of Mr. E. E. Hartung, Manager.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 7th instant, advising us of your claim against Harmon & Tittle in the sum of $80.76, representing the balance due on their account for lumber furnished them in connection with their contract with the State Highway Commission for the grading of the Gate Creek-Elmrod Section of the McKenzie Highway in Lane County.

In connection with this contract, which is State Highway Contract No. 1278, Harmon & Tittle furnished the State with a surety bond for the protection of claims incurred against the project, and we offer this bond to you for the protection of the claim that you have against them. The bond was written by Standard Accident Insurance Company, for which A. D. Trunkey is agent with offices in the Spalding Building, Portland.

I would suggest that you take the matter up with the bonding company, and also file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 260 of the laws for 1931, a mimeographed copy of which we enclose for your ready information.

In conformance with our usual practice, we are today taking the matter up with Harmon & Tittle.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AJ Secretary

January 6, 1932

A. D. Trumbly, Agent,
Standard Accident Insurance Co.,
Spalding Building,
Portland, Oregon.

Dear Sirs

We have today been notified by The Booth-Kelly Lumber Co., of Eugene, Oregon, that it has a claim against Harmon & Tittle, being balance in the sum of $80.76 for lumber furnished them in connection with the contract awarded to them by the State Highway Commission for the grading of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County.

This information is furnished you as Standard Accident Insurance Company appears as surety on the bond of Harmon & Tittle in connection with the above described contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Harmon & Tittle
Eugene, Oregon.

...TIMBERS
...AY AND CAR MATERIAL
MIXED YARD ORDERS

THE BOOTH-KELLY LUMBER CO.

MANUFACTURERS OF

Douglas Fir Lumber

LATH — SLABWOOD — HOGGED FUEL

DEALERS IN

RED CEDAR SHINGLES

HARDWOOD FLOORING

OFFICERS:
R. E. DANAHER, PRESIDENT
R. A. BOOTH, VICE-PRESIDENT
H. A. DUNBAR, SECY. & TREAS.
A. C DIXON, MANAGER

RETAIL DEPARTMENT
PHONE 452
E. E. HARTUNG, MGR.

[GENERAL OFFICES
Eugene, Oregon]

January 7,1931.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir;

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

We have a balance of $80.76 due on account against Harmon & Tittle for lumber furnished them on their McKenzie River contract with you. We are enclosing statement herewith. Are any other steps necessary for collection?

Very truly yours,

THE BOOTH-KELLY LUMBER COMPANY.

By E E Hartung

Manager Retail Department.

#1278

LEE TITTLE
SALEM, OREGON
PHONE 2688-M

PILE DRIVING
PIPE LAYING

Eugene, Ore. 1/2 1932

M Harmon & Tittle

Vida Ore

IN ACCOUNT WITH

THE BOOTH-KELLY LUMBER CO.

RETAIL DEPARTMENT

507 Willamette Street

All bills payable on the first of each month

Labor Insurance		18076
Co Dep't C K		10000
		8076

ene, Ore.

Jan. 8th, 1932.

1932

had against our

ent engineer.

ont feel justified

naged a quarter of

have damaged his

by our construction

Caldwell on whose

place this supposed damage to mowing machine occured.

Very truly yours,

Harmon and Tittle.

By L. P. Harmon

#1278

L. P. HARMON
EUGENE, OREGON
PHONE 2540

LEE TITTLE
SALEM, OREGON
PHONE 2588-M

HARMON & TITTLE

Constructors - Contractors

DITCHING
DIKING

EXCAVATING-GRADING

PILE DRIVING
PIPE LAYING

pp 117

Eugene, Ore.

Jan. 8th, 1932.

RECEIVED
JAN 11 1932

Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

A release for all claims that Mr. Zimmerman had against our company has been turned in to "Mr. Ransom", resident engineer.

As to his mowing machine being broken we dont feel justified in paying for a farmer's machine that has been damaged a quarter of a mile from our construction operations. He may have damaged his machine on a stump or rock other than was caused by our construction operations.

Enclosed please find release from V. I. Caldwell on whose place this supposed damage to mowing machine occured.

Very truly yours,

Harmon and Tittle.

By L. P. Harmon

LEE TITTLE
SALEM, OREGON
PHONE 2698-M

HARMON & TITTLE

Constructors - Contractors

EXCAVATING-GRADING

PILE DRIVING
PIPE LAYING

From [illegible] tis, [illegible]ra
[illegible] Willamette [illegible].
Salem, Ore. On.

Gentlemen:

I [illegible] accept 4.00 as payment in full for the damage to [illegible] property during construction of the [illegible] rock-lined portion of the [illegible] highway, and I have no claim against you or the [illegible] highway commission.

Yours very truly

W.F. Caldwell

#1278
Lane Co
PR 11 7 L

January 7, 1932

Mr. Ed Zimmerman,
Vida,
Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the fourth instant, regarding your claim against Harmon & Tittle.

I am today taking this matter up with Harmon & Tittle and the surety on their bond. I hope that the matter will be ironed out to your satisfaction.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

EEG:AJ

January 7, 1932

Standard Accident Insurance Co.,
A. D. Irumkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from Mr. Ed Zimmerman of Vida, Oregon, concerning his claim against Harmon & Tittle, which was incurred in connection with the contract awarded to Harmon & Tittle for the grading of the Gate Creek-Mimrod Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278.

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HDG:AJ

cc Harmon & Tittle
Eugene, Oregon

PP117A

Ref Ore.
January 4, 1932

Ore. State Hy. Commission
Salem Ore.

Dear Sirs:

I wrote to you regarding some damage Harmon & Tittle done some time ~~ago~~ ago.

Harmon come to me and said he wanted to settle and that he would return the cable and pay for running over grdin and for hauling mowing machine to town And he said he would order parts 1809 and 1401 for any Walter A. Woods mowing machine and to be paid by him. He also said that I should release him on

PARTMENT

LY REPORT

Feb. 13, 1 32 ....., 193...

Feb. 6, 1932 ..... to Feb. 13, 1932.

Leaburg, Oregon.

r telephone address Leaburg, Oregon.

freight address Leaburg, Oregon.

important developments, instructions to contractor,

on the right-of-way line, he

ink he will move the fence this

t at he had not applied for one

t-of-way, but would give it to

lving him the right to own and

-of-way. If at any time the

n widening or relocating,

wing the bridge.

State owned the right-of-way.

e proposed quarries and

acing.

(See back of this sheet for instructions and detailed information)

Signed Walter M Ramon

Title Resident Engineer.

the cable + $7.50 cash
~~and~~ for running over
grain and hauling mowing
machine to town which
I did. He also said
that I would have to reba[te]
him on the parts as
soon as I got them, but
it seems he is trying
to get out of the parts
as every time I ask him
about it he says he
will order them to-morrow
Could you help me
in any way to get those
parts. Thanking you in
advance.

Yours Truly
Ed Zimmerman
Alida Ore.

PARTMENT

LY REPORT

Feb. 13, 1 32, 193

Feb. 6, 1932 to Feb. 13, 1932.

Leaburg, Oregon.

telephone address Leaburg, Oregon.

freight address Leaburg, Oregon.

important developments, instructions to contractor,

on t e right-of-way line, ne

nk e will move the fence this

t at e had not applied for one

t-of-way, but would give it to

ving him the right to own and

of-way. If at any time the

n widening or relocating,

ving t e bridge.

State owned the rig t-of-way.

e proposed quarries and

acing.

(See back of this sheet for instructions and detailed information)

Signed Walter M. Ransom

Title Resident Engineer.

Form 89—F-21635—5M—5-31

PR117A

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb. 13, 1932, 193...

Job name DOYLE HILL-NIMROD

Week from Feb. 6, 1932 *to* Feb. 13, 1932.

Mail address Leaburg, Oregon.

Telegraph or telephone address Leaburg, Oregon.

Highway McKENZIE

County LANE *Job prefix* 20PU

Express and freight address Leaburg, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

I saw Mr. Quinby about moving his fence back on the right-of-way line, he still thinks the road is only 40 feet wide, but I think he will move the fence this spring.

Mr. Goodpasture said he didn't want a permit, that he had not applied for one and that he didn't need one. he said he owned the right-of-way, but would give it to the county if they would make a clause in the deed giving him the right to own and maintain a cable bridge with the towers on the right-of-way. If at any time the towers or cables should interfere with the highway, in widening or relocating, the county or the state is to stand the expense of moving the bridge.

The permit offered him is written as tho the State owned the right-of-way.

Mr. Collier spent Sat. with me looking over the proposed quarries and stock pile sites, and lining out the work on the surfacing.

(See back of this sheet for instructions and detailed information)

Signed Walter M Ransom

Title Resident Engineer.

#1328

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1328

PR 1178

January 8, 1932

Ladd & Bush, Bankers,
Salem,
Oregon.

Attention of Mr. C. M. Cox, Ass't. Cashier.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the fifth instant, enclosing assignments of claim by Harmon & Tittle, by which Harmon & Tittle assign to Ladd & Bush, Bankers, payments in connection with the contract awarded to them for the construction of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County.

The voucher covering the semi-final payment, in the sum of $10,967.28, is being forwarded to the Secretary of State today for the issuance of the customary warrant. This warrant will be delivered to you in conformance with the provisions of the assignment as soon as received from the Secretary of State.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

LADD & BUSH, BANKERS.
SALEM, OREGON

January 5, 1932.

State Highway Commission,
Salem, Oregon.

Attention Mr. H. B. Glaisyer,
Secretary.

Dear Sirs:

We enclose assignments of claim signed by HARMON and TITTLE, showing the consent of the Standard Accident Insurance Company. These were enclosed in your letter of December 30th, and if they are now in order, will you please forward the money to us.

Yours very truly,

C. M. Cox

Assistant Cashier.

CMC/T

#1278

PR 1174

December 30, 1931

Ladd & Bush, Bankers,
Salem,
Oregon.

Attention of Mr. C. M. Cox, Ass't. Cashier

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 29th instant, enclosing duplicate assignment of claim by which Harmon & Tittle assigned to you "all money".

In looking over this assignment, it is noted that it has not been properly filled out and we have, therefore, prepared another set which will be honored if signed by Harmon & Tittle and the surety on their bond.

The first assignment is for all monies due, or to become due on Contract 1278 for the grading of the Gate Creek-Mimrod Section of the McKenzie Highway in Lane County. This is a blanket assignment; the other form is for the assignment of the individual estimate, which is now being passed for payment and is in the sum of $10,987.25. Will you kindly have these signed by Harmon & Tittle and their bondsmen and return all copies to this office? We will be pleased to see that the monies due in connection with this project are delivered to your bank in conformance with the provisions of the assignment.

In the meantime, we will hold up the payment of the voucher that is now being passed until the enclosed assignments are returned properly executed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ
cc Carlsmith

& BUSH, BANKERS.
SALEM, OREGON

December 29, 1931.

RECEIVED
DEC 30 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department,
Salem, Oregon.

Dear Sirs:

We enclose an assignment in duplicate of claim for all money signed by Harmon & Tittle and showing the consent of said assignment of the Standard Accident Insurance Company.

As this money becomes available, will you please mail the check to us.

Yours very truly,

Assistant Cashier.

CMC/T

ME

IM

..... hereby sell, assign and transfer

.....

.....and authorize and empower

..... to act as agent for .....US.....

gn, receipt for and receive any warrant
n or the various counties within said
r payment by said Treasurer; provided,
e state's prior and superior claim and
t in the assignee any interest in said

....., 19 31

non & Tittle

P Harmon

Tittle

DARD ACCIDENT INSURANCE CO.

Attorney-in-fact

...51—1M—4-29.

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF TEN DOLLARS - - -

...91—1M—4-29.

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF TEN DOLLARS

($ 10.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all money [redacted]

to LADD & BUSH BANKERS and authorize and empower said Ladd & Bush to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this 29th day of December 19 31

Executed in the presence of us as witnesses:

Harmon & Tuttle
by L. P. Harmon
Lu Tuttle

STANDARD ACCIDENT INSURANCE CO.
By
Attorney-in-fact

We hereby consent to the within assignment.

[redacted] on the Willamette Highway in Lane County. This payment will be made on or after December 29th, 1931.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1278
Lane Co.

PR 117 A

December 18, 1931

Standard Accident Insurance Company,
A. D. Trumbey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Harmon & Tittle on contract No. 1278 for the construction of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County. This payment will be made on or after December 28th, 1931.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

RC 117 I

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

November 18, 1931

RECEIVED
NOV 19 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Probert's November 12, 1931, letter concerning discrepancies between the September 1 and the October 15 vouchers for Oregon Emergency Federal Aid Project No. 117-I (Gate Creek-Nimrod section of the McKenzie Highway).

Reference is made to our letter of August 21, 1931, acknowledging receipt of Mr. Probert's August 19 letter which in turn referred to ours of the 18th concerning sub - mission of an estimate of the amount of Federal Aid and Emergency Funds earned by the State of Oregon to and including August 31, 1931. A perusal of that letter will indicate to you the attitude of this organization concerning the necessity for actual measurement of quantities vouchered on emergency projects to August 31, 1931.

We again state that we can only pay emergency funds for quantities moved to and including August 31. Such being the case, we find it necessary to request our Washington Office to deduct from the emergency funds shown on some voucher now held in that office the overpayment of $471.03 mentioned in our November 9 letter.

Very truly yours,

W. H. LYNCH
District Engineer

#1278
Land

PP 1174

Vida, Oregon.

Dec. 5th, 1931.

To

Oregon State Highway Commission,

Salem, Oregon.

Dear Sirs,

This is to advise you that Harmon and Tittle have this day settled in full for all claims covering the following items,

For running over grain with tractor,

For cable,

For trip to Eugene for mowing machine parts.

Yours truly,

Ed Zimmerman

#1278

FR 1174

December 1, 1931.

Mr. Dexter Sparks,
Blue River,
Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 27th ultimo, advising that Harmon & Tittle have paid your claim of $21.11, for hauling gravel for them on the Bear Creek culvert job.

I thank you for this information.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HMC:AJ

December 1, 1931

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We enclose herewith for your information copy of letter received from Baxter Sparks of Blue River, which states that his claim, in the sum of $95.11, against Harmon & Tittle for hauling gravel in connection with the contract awarded to them by the State Highway Commission for the grading of the Cats Creek-Elmrod Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278, has been paid.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Harmon & Tittle
Eugene, Oregon

...COOKED MEALS
...Home-Made Ice Cream and Candies

Forest Service Phone

SUNDAY CHICKEN DINNERS A SPECIALTY
Fresh Berries, Milk and Cream

SPARKS RANCH HOTEL

ONE-HALF MILE WEST OF BLUE RIVER
45 MILES EAST OF EUGENE
On McKenzie River Highway
BLUE RIVER, OREGON

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

Nov, 27—1931

State Highway Comision
Salem Orgon
Gentlemen, About the Last of July I sent you a bill for hauling gravel for Harmon & Tittle; on the Bear Creek Culvert job of $93.11;
This bill was paid by Harmon & Tittle on Aug 28—1931 And they asked me to write and inform you of this fact

Yours truly
Dexter Sparks

OREGON STATE AUTOMOBILE ASSOCIATION

ANSWERED
H. B. G.

#1278

FISHING
HUNTING
BOATING
CAMPING
MOTORING
MOUNTAINEERING

✦✦✦✦

IN THE HEART OF
OREGON'S
OUTDOOR
PLAYGROUND

SPARKS RANCH HOTEL

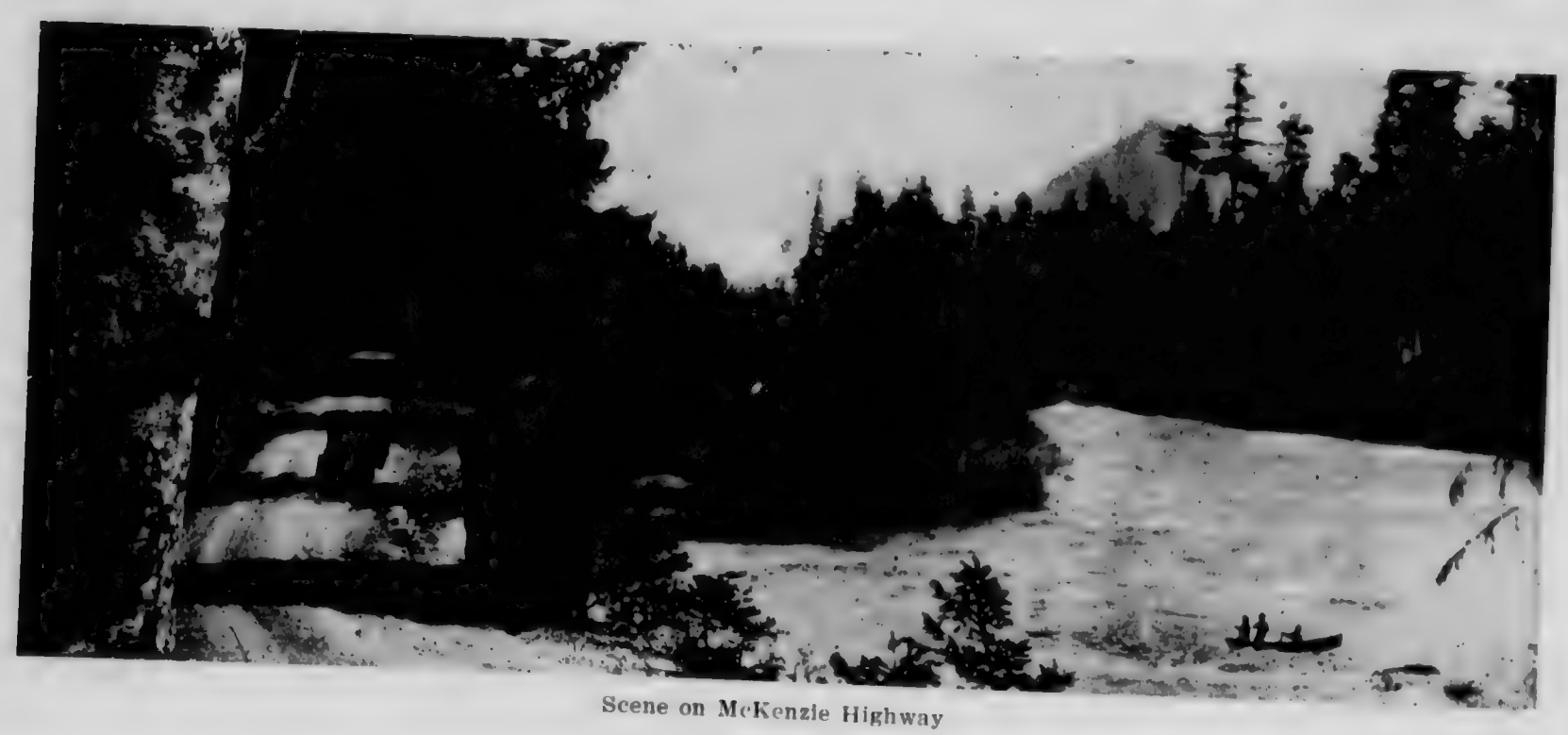
A new Modern Hotel at an old and Famous Resort Ranch on the McKenzie River

LOCATED 45 miles east of Eugene and 73 miles west of Bend on the McKenzie Highway, Sparks Ranch has long been a favorite stopping place for those fishermen, hunters and vacationists who come year after year to this beautiful part of the Cascades. In the heart of the scenic wonderland this resort is a most convenient headquarters for those who come to go into the game country, fish the best part of the river for the famous Rainbow trout or merely to enjoy nature in the rough.

The new Sparks Ranch hotel, modern throughout, offers excellent accommodations at reasonable rates. Tourists will enjoy the good home cooked meals, home-made ice cream and candies. Fresh berries, milk and cream and other products from the ranch.

Plenty of cool shady parking places and picnic spots close by makes this resort doubly attractive. A restful and hospitable atmosphere always prevails here.

Rates and further detail on application.



Scene on McKenzie Highway

#1278
Lane Co.
PP 117 A

November 21, 1951

Standard Accident Insurance Co.,
A. D. Trankey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We have today been advised by the Secretary of State that there has been received and filed a notice of claim by Mercer Steel Company, Inc., for materials furnished to Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278. The amount of the claim is $579.30.

A copy of said notice of claim is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

CC Harmon & Tittle
Eugene, Ore.

November 21, 1951

Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

Receipt is acknowledged of your letter of November 20, in which you state that you received and filed a notice of claim by Mercer Steel Company, Inc., for materials furnished to Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278.

We also acknowledge receipt of the copies of notice, and are today forwarding one to the surety on the contractors' bond, and also one to Harmon & Tittle.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

COPY

MERCER STEEL COMPANY, INC.
Reinforcing Steel and Specialties
194 North Thirteenth Street
Portland, Ore.

November 19, 1951.

Secretary of State,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Mercer Steel Company, Inc., an Oregon corporation, has a claim for reinforcing steel furnished in the sum of THREE HUNDRED SEVENTY-NINE AND 38/100 ($379.38) against the bond taken from the Standard Accident Insurance Company, (A. D. Trunkey, Agent, Spalding Building, Portland, Oregon) by Harmon & Tittle for the work of bridges #1604 and #1609, Project F. A. 117-1, Contract #1278, Gate Creek-Nimrod Section, McKenzie Highway.

Very truly yours,

MERCER STEEL COMPANY, Inc.

By: H. D. MERCER
Secretary.

HDM:P

Endorsed: File No. 1044
Filed November 20, 1951
HAL E. HOSS,
Secretary of State.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 20, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Mercer Steel Company, Inc. for materials furnished in the sum of $379.38 against the bond taken from Harmon & Tittle, principals, and Standard Accident Insurance Company, surety, for work on the Gate Creek-Nimrod Section, McKenzie Highway, State Highway Contract No. 1278.

We are enclosing herewith a copy of this notice, together with two additional copies, for your information and files, one copy may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

RECEIVED
NOV 21 1931
OREGON
STATE HIGHWAY COMMISSION

#1218

pp117

November 18, 1931

Mr. Ed Zimmerman,
Vida,
Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 11th instant, regarding your claim against Harmon & Tittle.

I presumed that you have endeavored to collect from Harmon & Tittle and have been unsuccessful in doing so, which is the reason for taking the matter up with this Department. In connection with all state highway contracts, the successful bidder is required to furnish the State with a surety bond for the protection of claims incurred against the project. Such a bond was furnished by Harmon & Tittle, in connection with the contract awarded to them by the State Highway Commission for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County, commonly known as State Highway Contract No. 1278. This bond was written by Standard Accident Insurance Co., for whom A. D. Trunkey is agent, with offices in the Spalding Bldg., Portland.

If you fail to secure any satisfaction from Harmon & Tittle, we would suggest that you take the matter up with the bonding company. We would also suggest that you file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 200 of the Laws of Oregon for 1931, a mimeographed copy of which we enclose. If you fail to secure any satisfaction from either the contractor, or the surety, then you still have recourse to action in the courts against the bond.

In accordance with our usual practice, we are today advising the contractor and the surety of the existence of

your claim.

I would like to call your attention to the time limit specified in the attached copy of the law, in which it is stated that claims must be filed with the Secretary of State prior to the expiration of a period of six months from the date of the completion of the project. There is no charge for filing claims of this kind.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

November 18, 1931

Standard Accident Insurance Co.,
A. D. Trumbey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

This is to advise you that we have received information from M. Zimmerman of Vida, Oregon, to the effect that he has a claim against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278. Mr. Zimmerman's claim is as follows, which is quoted from his letter:

"$5.00 for running over my grain with his tractor

"$15.00 for cable that Harmon's men took off of my place

"$15.00 for damage to my mowing machine.

"I talked to Mr. Walter Ransom the civil engineer and he told me to send this to you. The contractors also took more ground on one side of my place than they were supposed to take. They are in about 15 inches on my grounds. When have high water it the cause the gravel to wash and it will take more."

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Harmon & Tittle, Eugene

RECEIVED
NOV 12 1931
OREGON
STATE HIGHWAY COMMISSION

Vida Oregon
Nov. 11, 1931.

Oregon State Hy. Commission,
Salem Oregon.

Dear Sirs:

Am puting in a claim against Harmon Tittle Contractors on the Gate-creek Thinrod section of the Mckinze High way.

" $5.00 for running over my grain with his tractor.

$15.00 for cable that Harmon's men took off of my place.

$15.00 for damage to my mowing machine.

I talked to Mr Walter Ransom the civil engineer and he told me to send

60 PP 117-L

of September 9th, calling
work performed on the
117-I) shown, for some
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owing to the fact that on
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measured, computed and checked.
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errors as over estimate errors.

oint out that on some of our
cessary to allow in final set-
tlement with the contractors, higher classification on excavation than was anticipated at the time the September 1st estimates were prepared. As a result, the September 1st estimates for these projects are under estimates on the excavation items, and the aggregate amount of the under estimates resulting from such changes in classification will unquestionably amount to many times the aggregate of such small over estimates as result from errors and inaccuracies. There are, too, some other ad-

this to you. The con-
tractors also took more
ground on one side of
my place then they were
supposed to take. They
are in about 15 inches
on my grounds.

What I am afraid of
is the cause the gravel
to wash and it will take
more." Wish you would
look into this some time
when your up this way.

Thanking you in
advance.

Yours Truly
Ed Zimmerman
Vida
Oregon.

PR 117

[illegible] of November 9th, calling
[illegible] work performed on the
[illegible] 117-I) above, for some
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tlement with the contractors, higher classification on excavation than was anticipated at the time the September 1st estimates were prepared. As a result, the September 1st estimates for these projects are under estimates on the excavation items, and the aggregate amount of the under estimates resulting from such changes in classification will unquestionably amount to many times the aggregate of such small over estimates as result from errors and inaccuracies. There are, too, some other ab-

66 66 PR 117

November 12, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of November 9th, calling attention to the fact that our estimate of work performed on the Gate Creek-Nimrod Section (F. A. Proj. No. 117-I) shows, for some items, less quantities than does our estimate for work performed to September 1st.

Owing to the early submission of vouchers that was required in connection with emergency projects, and owing to the fact that on many of the projects work was uncompleted and still in progress on September 1st, it was neither practicable or possible to have the quantities for all of the projects accurately measured, computed and checked. It was inevitable, therefore, that there would be some errors and inaccuracies in the September 1st estimates, and the discrepancies cited in your letter are evidence of such errors and inaccuracies.

The errors and inaccuracies evidenced by the discrepancies mentioned all represent over estimates of work performed to September 1st. It does not follow, however, that all errors and inaccuracies were over estimates. Under estimates do not make themselves apparent in the vouchers as do over estimates, although, under the law of averages, there probably were as many under estimate errors as over estimate errors.

In this connection, we wish to point out that on some of our emergency projects, we are finding it necessary to allow in final settlement with the contractors, higher classification on excavation than was anticipated at the time the September 1st estimates were prepared. As a result, the September 1st estimates for those projects are under estimates on the excavation items, and the aggregate amount of the under estimates resulting from such changes in classification will unquestionably amount to many times the aggregate of such small over estimates as result from errors and inaccuracies. There are, too, some other ad-

justments and allowances to contractors which operate the same as do increases in classification, all of them operating to increase the cost of the work done prior to September 1st, without making it possible for us to collect correspondingly increased amounts of emergency funds.

We believe that the above analysis of the situation indicates that the determination of the amount of emergency funds earned by the State can be only approximate, and that for the federal government to undertake to make corrections for such over estimates of completed work as have resulted from errors and other causes, without making allowances for under estimates, would be quite unfair to the State.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:ZR

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

November 9, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
NOV 10 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Receipt is acknowledged of voucher for Oregon Emergency Federal Aid Project No. 117-I (Gate Creek-Nimrod section of the McKenzie Highway) for the period September 1, 1931, to October 15, 1931, in the amount of $6,009.27.

We find this voucher to contain among others, the following quantities:

Clearing and Grubbing	95%
Overhaul	121,000 Yd. Sta.
Cement Rubble Masonry	95 C.Y.
12" Corr. Galvanized Iron Pipe	6 Lin.Ft.

The previous voucher for this same project, which was for work done to August 31, 1931, showed the following quantities for the above listed items:

Clearing and Grubbing	100%
Overhaul	134,700 Yd. Sta.
Cement Rubble Masonry	98.4 C.Y.
12" Corr. Galvanized Iron Pipe	21 Lin.Ft.

These discrepancies result in a 5% reduction of Clearing and Grubbing, a 13,700 Yd. Sta. reduction in overhaul, a 3.4 C.Y. reduction of cement rubble masonry, and a 15 Lin.Ft. reduction in corrugated pipe. These quantities extended at the proper unit prices amount to $942.05, 50% of which is $471.03. This last figure appears to be the amount of Emergency Funds which have been overpaid on this project.

Please explain these discrepancies by return mail in order that the matter may be referred to Washington for settlement before final payment of Emergency Funds to the State of Oregon.

Also, it is noted that the date of "Project Agreement Executed" on the face of the voucher is shown as June 25, 1931. This should be June 23, 1931.

Very truly yours,

W. H. LYNCH
District Engineer

PR 117 E

Letter Dated November 14, 1931

To Twin Oaks Lumber Co.

From H. B. Craigo

Re. Claims against contracts 1228 and 1169.

Filed under File No. PR 142 C

Under date of November 14, 1931

CLIFFORD CONLY,
MANAGER

PACIFIC DEPARTMENT
233 SANSOME ST.
SAN FRANCISCO, CAL.

HARRY BENNER, Assistant Manager
JAY C. WICKLER, Assistant Manager

PP 1174

THE PHOENIX INSURANCE COMPANY

OF HARTFORD, CONN.

ORGANIZED - 1854

SIGMAN-FELL AGENCY
RESIDENT AGENT
BANK OF COMMERCE BLDG.
PHONE 997

EUGENE, OREGON,

October 24th.1931.

Oregon State Highway Commission,
Salem,Oregon.

Attention Mr.H.B.Glaisyer,Secy.

Gentlemen;

Referring to matter of extension of time on the Gate Creek section of the McKenzie Highway under contract to Harmon & Tittle,would say that on Oct.15 the request for this extension to Nov.1st was sent in to the Surety Co.with the request that they attach their consent to the extension and forward same to you.

Mr.Harmon reports to us that you have advised them that this had not been received at your office.

On our taking this up with the Surety Co.again they advise us that this has been sent to Salem. Should they be in error in this and these letters not be in your possession,kindly advise us and we will follow the matter up at once.

Very truly yours,

Sigman-Fell Insurance Agency,

By W. P. Fell

Have letter returned

10-23-31

#1278

PRINT

October 28, 1931

Standard Accident Insurance Co.,
A. B. Trumbay, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed in the Secretary of State's Office on October 24, 1931, by E. L. Brown against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County, State Highway Contract #1278. The amount of the claim is $2250.00 and is for the rental of a Northwest One Shovel, Model 105.

This information is being furnished you as you appear as surety on the bond furnished by Harmon & Tittle in connection with the above described contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Harmon & Tittle,
Eugene, Ore.

October 25, 1951

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 21st instant, enclosing copies of notice of claim filed by E. L. Brown against Harmon & Title, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County, State Highway Contract #1278. The claim is in the sum of $2250.00 and is for the rental of a Northwest Gas Shovel.

We are today forwarding copy of notice of claim to the contractors, and a copy to their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 21, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

This is to advise that we received and filed as of this date, a notice of claim by F. L. Brown for rental of a Northwest Gas Shovel in the sum of $2250.00 against the bond taken from Harmon & Tittle, principals, and Standard Accident Insurance Company, surety, in connection with the construction of the State Highway in Lane County, Oregon.

We are enclosing a certified copy of this notice for your information and filed, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hoe Ellsworth

EL:HM

Secretary of State.

F. L.Brown,
Plaintiff
Vs.
L. P. Harmon and Lee Tittle, doing business as highway contractors under the firm name of Harmon & Tittle,
Defendants.

To the use of Northwest Gas Shovel, Model 105, in grading on the State Highway between Gale Creek and Elmrod in Lane County, Oregon, at the agreed rental of Four cents (4¢) per cubic yard for grading done, under which agreed rental approximately 60,000 cubis yards of grading was done. $2400.00

Credit by Cash 150.00
Balance Due. 2250.00

To the State of Oregon:

Notice is hereby given that the undersigned F. L. Brown has a claim of $2250.00 against the bond taken from the above named Harmon and Tittle with Standard Accident Insurance Co., Surety, as a balance due for the use and rental of a certain shovel, to-wit: Northwest Gas Shovel, Model 105 by the said Harmon and Tittle in the grading of approximately 60,000 cubis yards of earth in the construction of the said highway between the dates of April 21st and Oct 1, 1931, in Lane County, Oregon, under contract between the said Harmon and Tittle and the State Highway Commission, for which use said Harmon and Tittle agreed to pay the undersigned Four cents (4¢) per cubic yard for grading amounting to $2400.00

Credit by Cash. 150.00
Balance Due. $2250.00

That said Harmon and Tittle were to make said Brown monthly payments according to the engineer's estimates of the earth removed, and said Harmon and Tittle have paid on account of the use of said shovel only the sum of $150.00, leaving an approximate balance of $2250.00 due and unpaid.

State of Oregon,
County of Multnomah) SS.

I, F. L.Brown, being first duly sworn, depose and say that I am the claimant above named, and that the shovel above mentioned was supplied by me to said firm Harmon and Tittle, and used by them in the prosecution of said work, and that payment for the same has not been made.

F. L. BROWN

Subscribed and sworn to before me this 20th day of October, A. D. 1931.

(SEAL)

WM. A. WILLIAMS.
Notary Public for Oregon.
My commission expires October 15, 1932.

Endorsed: File No. 1021
Filed October 21, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. L. Brown for rental of Northwest Gas Shovel, Model 105, in the sum of $2250.00 against the bond taken from Harmon & Tittle, principals, and Standard Accident Insurance Company, surety, in connection with the construction of the State Highway in Lane County, Oregon, with the original notice filed in the office of the Secretary of State on October 21, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of October, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. L. Brown for rental of Northwest Gas Shovel, Model 105, in the sum of $2250.00 against the bond taken from Harmon & Tittle, principals, and Standard Accident Insurance Company, surety, in connection with the construction of the State Highway in Lane County, Oregon, with the original notice filed in the office of the Secretary of State on October 21, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of October, A. D. 1931.

Hal E. Hoss

Secretary of State

By Alene Phillips DEPUTY

#1278
Lane Co

PR 17

October 22, 1951

Standard Accident Insurance Company,
A. D. Trunkey, Resident Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

Notice has been received in this office that F. L. Brown has a claim against Harmon & Tittle, contractors, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Mimrod Section of the McKenzie Highway in Lane County, State Highway Contract #1278. The claim is in the sum of $2,250.00, and is for the rental of a Northwest Gas Shovel, Model 105, which was used in connection with the above described project.

This information is being furnished you, as you appear as the surety on the bond given to the State by Harmon & Tittle.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Harmon & Tittle,
Eugene, Ore.

October 22, 1931

Mr. Wm. A. Williams, Attorney,
Chamber of Commerce Building,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 20th inst., enclosing affidavit of claim of F. L. Brown against Elliott & Kidd, being in the sum of $1155.00, for materials furnished in connection with the contract awarded to Elliott & Kidd by the State Highway Commission for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County; also enclosing the affidavit of the claim of F. L. Brown against Harmon & Tittle, in the sum of $2250.00, for the rental of a gas shovel, used on the Gate Creek-Binrod Section of the McKenzie Highway, which contract was awarded to Harmon & Tittle by the State Highway Commission.

Responding to your request, I am enclosing herewith a certified copy of each of these contracts and bonds.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

COPY

Phone - ATwater 0488

WM. A. WILLIAMS
Attorney and Counselor
at law
Chamber of Commerce Bldg.
Portland, Oregon

October 20, 1931.

Hon. Hal E. Hoss,
Sec. of State,
Salem,
Oregon.

Dear Sir:

I hand you herewith Notice of the Claim of F. L. Brown vs. Elliott & Kidd, contractors in Highway work within the State of Oregon; also, Notice of claim of said F. L. Brown vs. Harmon & Tittle, contr ctors in Highway work within the State of Oregon; which claims are self explanatory and supported by affidavits of Brown. Will you please cause copies of the contract and bond in each of said matters to be sent to me?

W/N.

Very truly yours,

(SIGNED) WM. A. WILLIAMS
Wm. A. Williams.

RECEIVED
OCT 23 1931
OREGON
STATE HIGHWAY COMMISSION

F. L. Brown,
Plaintiff

Vs.

L. P. Harmon and Lee Tittle, doing business as highway contractors under the firm name of Harmon & Tittle,
Defendants.

RECEIVED
OCT 1 1931
OREGON

To the use of Northwest Gas Shovel, Model 105, in grading on the State Highway between Gale Creek and Nimrod in Lane County, Oregon, at the agreed rental of Four cents (4¢) per cubic yard for grading done, under which agreed rental approximately 60,000 cubic yards of grading was done.....$2400.00

Credit by Cash..... 150.00

Balance Due..... 2250.00

To the State of Oregon:

Notice is hereby given that the undersigned F. L. Brown has a claim of $2250.00 against the bond taken from the above named Harmon and Tittle with Standard Accident Insurance Co., Surety, as a balance due for the use and rental of a certain shovel, to-wit: Northwest Gas Shovel, Model 105 by the said Harmon and Tittle in the grading of approximately 60,000 cubic yards of earth in the construction of the said highway between the dates of April 21st and Oct 1, 1931, in Lane County, Oregon, under contract between the said Harmon and Tittle and the State Highway Commission, for which use said Harmon and Tittle agreed to pay the undersigned Four cents (4¢) per cubic yard for grading amounting to $2400.00

Credit by Cash 150.00

Balance due $2250.00

That said Harmon and Tittle were to make said Brown monthly payments according to the engineer's estimates of the earth removed, and said Harmon and Tittle have paid on account of the use of said shovel only the sum of $150.00, leaving an approx-

imate balance of $2250.00 due and unpaid.

State of Oregon,)
SS.
County of Multnomah)

I, F. L. Brown, being first duly sworn, depose and say that I am the claimant above named, and that the shovel above mentioned was supplied by me to said firm Harmon and Tittle, and used by them in the prosecution of said work, and that payment for the same has not been made.

F. L. Brown

Subscribed and sworn to before me this 20th day of October, A.D. 1931.

M. A. Williams

Notary Public for Oregon.

My commission expires October 15, 1932.

#1278
Lane Co.

August 8, 1921

PR 117.3

Mr. Dexter Sparks,
Blue River,
Ore.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 7th inst., in which you enclose your bill against Harmon & Tittle for service rendered and materials furnished them in connection with their contract for the grading of the Gate Creek-Rimrod Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278.

In connection with this contract, Harmon & Tittle were required to furnish a surety bond for the protection of claims incurred against the project. We offer this bond to you for your protection. The bond was written by the Standard Accident Insurance Company, for whom A. D. Trunkey is the local agent, with offices in the Spalding Building, Portland, Oregon. I would suggest that you take the matter up with Harmon & Tittle direct, and if you secure no satisfaction by so doing, then take it up with the agent for the surety company. If no satisfaction is secured by so doing, then you still have recourse to action in the courts and should file your claim with the Secretary of State in accordance with the provisions of Section 2991, Oregon Laws for 1920, a mimeographed copy of which is enclosed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

DEXTER SPARKS

August 8, 1928

Standard Accident Insurance Co.,
A. D. Trumbey, Agent,
Spaulding Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter which we have today received from Dexter Sparks of Rose River, Oregon, transmitting his statement of claim against Harmon & Tittle for materials furnished and services rendered in connection with the contract awarded to Harmon & Tittle for the grading of the Gate Creek-Rivrod Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278.

This information is given you as you appear as surety on the bond furnished by Harmon & Tittle in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HDG:AJ

CC Harmon & Tittle
1586 Willamette St.
Portland, Ore.

Blue River Oregon

Hannum & Riddle

IN ACCOUNT WITH

DEXTER SPARKS

RECEIVED
JUL 8 1931

6-25	1931	4 Z	Gravel	6 yds	7 50
6-25	"	3 Z	Sand	4½ yds	5 62
6-27	"	5 Z	Gravel	7½ yd	9 37
6-29	"	Hauling Engine			2 50
7-2	"	7 Z	Gravel	10½ yds	13 12
7-3	"	8 Z	Gravel	12 yds	15 00
7-6	"	8 Z	Gravel	12 yds	15 00
7-7	"	8 Z	Gravel	12 yds	15 00
7-17	"	Use of cable belt and slip			10 00
					93.11

O. K. by F. J Grenaley

work for them. But did not finish. We have failed to pay me so I am sending it to you

Yours truly

Dexter Sparks

ANSWERED
H. B. G.

Division Engineer

BAC:EF
cc R.A.Klein
cc E.E.Rogers

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#1279

Blue River Orig
Aug 7 - 1931

State Highway Com
Salem Ore

Gentlemen - This is a bill against Hanson & Tittle contracted by H & Gunsky who started to do some culvert work for them, but did not finish. They have failed to pay me so I am sending it to you

Yours truly
Dexter Gunsky

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

CE
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P R 1178

20 FT

NOTICE
State Highway Engineer

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ANSWERED
H. B. G:

E. A. Collier
Division Engineer

EAC:EF
cc E.A.Klein
cc H.H.Hanson

FORM S-8-1 P-20048 600 1-51

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

PR 1178

July 28, 1931

Harmon and Tittle
1566 Willamette St.
Eugene, Oregon

File 20 PT

Gentlemen:

The completion date on your Gate Creek-Mimrod grading contract is September 30, 1931. As you know, we have federal aid emergency funds to apply on this project for work done before September 1, and not thereafter. We are very anxious that all work possible be completed before September 1.

Your progress to date indicates that 57% of the time has elapsed and only 41% of the work accomplished, and that on July 24 you were 27,000 yards behind schedule to complete on time. Your rate of progress the past months indicates that you would be approximately 30,000 yards behind schedule on completion date, September 30. It is essential that this work be completed not later than September 30, and earlier if possible. After that date and sometimes before it, we have heavy rains which would make the road almost impassable for traffic unless the temporary surfacing has been placed. Please place such additional equipment on the job immediately as will insure completion by September 30, and advise me what steps you have taken along this line.

I am glad to note by the weekly reports that you have placed a finishing gang on the job and will keep it going full force until you have caught up with the grading. This will permit placing of temporary surfacing materials on the grade. I wish you would start production of these temporary surfacing materials at your earliest convenience.

I believe Walter Ransom has selected one or more of the sites from which we expect to get this material. We have decided not to screen the material near your camp, but to place it on the road as is. You are to blade this down and if necessary, we will place a man or two on the grade to break down the larger rocks with a sledge.

Very truly yours

E. A. Collier
Division Engineer

EAC:EF
cc E.A.Klein
cc W.H.Ransom

R. ROY BOOTH, PRESIDENT
L. C. SCHARPF, VICE-PRESIDENT
A. R. TIFFANY, TREASURER
A. F. S. STEELE, SECRETARY-MANAGER

DIRECTORS:
ALTON F. BAKER
R. ROY BOOTH
ROBERT F. CALLAHAN
M. F. HATHAWAY
JOS. H. KOKE
E. R. MORRIS
EARL M. PALLETT
L. C. SCHARPF
L. E. SIMMONS
A. R. TIFFANY
C. G. WASHBURNE

P1P1178

EUGENE CHAMBER OF COMMERCE

EUGENE, OREGON

July 23, 1931

Mr. Roy A. Klein, State Highway Engineer
State Highway Committee
Salem, Oregon

Dear Mr. Klein:

Our Highway Committee desires information as to whether or not the contracts have been awarded for the surfacing of two sections of the McKenzie Highway which are now ready or will be shortly. Namely: Doyle Hill to Vida and Vida to Nimrod.

If contracts have not been let, they wish to call your attention to the advisibility of the immediate surfacing of the above sections in order to accomodate the customary heavy fall traffic as well as the necessity to alleviate unemployment conditions during the fall and winter months.

Also for like reasons in order to provide an outlet for Westfir traffic this winter, this Committee also wishes to call your attention to the necessity of spreading rough rock from Westfir through the Black Canyon section of the Willamette Highway.

Thanking you in advance for your consideration and co-operation, we remain,

Very truly yours,

H. J. Cox

HJC:k

H. J. Cox, acting
Secretary-Manager.

RECEIVED
JUL 24 1931

STENCIL NO. 124

PR 1170

RECEIVED
JUL 11 1931
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

In reply please refer to File No. Ore.E.F.A.P. 117-I

Post Office Building,
Portland, Oregon,

July 10, 1931

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

P.S. Enclosed also are one copy each of the approved detailed estimate upon which the project agreement was based, and approved special provisions.

Apr 9927

Form P. R. 2

EMERGENCY State Oregon

FEDERAL AID Project No. 117, Section I

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of May, 1931

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of September, 19 27 a project statement, which was approved by the Secretary on the 24th day of October, 19 27, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of April 19 31, and approved by the Secretary on the 23rd day of June, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty-four thousand, nine hundred thirty-one and 34/100

dollars ($ 64,931.34) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $50,074.76, which may be provided in whole or in part from the
(Include amount, date, and citation of
State's apportionment of "Advance Funds" under the Emergency Act of December 20,
act of legislature by which authorized)
1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such
"Advance Funds" shall be met from State Funds, Chap. 175, Laws of 1917, and Chap.
51, Laws of 1920.
(Include amount, date, and citation of statute

by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by

(State how placed under direct control of Highway Department)

*(c)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 1437+70 at the east end of Section D of said project in the southwest ¼ of Sec. 27, T. 16 S., R. 2 E., W.M., and survey station 1965+46.8 in the N.W.¼ of Sec. 11, T. 17 S., R. 2 E., W. M.,

terminal points, a distance of 3.101 miles, known locally as the Gate Creek-Hinzed section of the McKenzie Highway, between Rigard and McKenzie Bridge, Lane County, being Oregon Emergency Federal Aid Project No. 117, Section I.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

5—5118

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of Section I of sixty-four thousand, nine hundred thirty-one and 34/100 dollars ($64,931.34), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred twenty-three thousand, eight hundred six and 10/100 dollars ($123,806.10), the approved total estimated cost of said project Section I of.

S -6618

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to.....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of .....
(Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Definite reference to statute authorizing

.....
funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

3—4618

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds, probable amount annually available, and how will be used under direct control of Highway Department)

*(*b*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds and probable amount annually available)

STRICKEN OUT

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 23rd day of June, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H. B. Van Duzer
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL]

By C. H. Gram
Member, State Highway Commission.
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

Attest: P. M. Lunda
Acting Secretary of Agriculture.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1457+70 at the east end of Section B of said project in the S.W.¼ of Sec. 27, T. 16 S., R. 2 E., W.M., and survey station 1865+46.8 in the N.W.¼ of Sec. 11, T. 17 S., R. 3 E., W. M., locally known as the Gate Creek-Kinrod section of the McKenzie Highway, between Eugene and McKenzie Bridge, Lane County, and designated in the records of this Department as Emergency Federal Aid Section I Project No. 117 /, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 123,806.10 Section I of as the total estimated cost of said project, and the sum of $ 64,931.34 as the share of the United States, payable under said acts on account of Section I of authorized Federal pro rata share such project, which does not exceed the / per cent of said total estimated cost.

Done at the city of Washington, this 23rd day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

8—4220

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

PR 1172

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

May 26, 1931.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are holding voucher for Oregon Emergency Federal Aid Project No. 117-I in this office -- pending receipt of the required copies of contract and bond. No payments can be made on this project until the contracts have been checked by this office and forwarded to Washington, D. C.

Will you kindly furnish us with the required copies of contract and bond in order that this voucher may be forwarded for payment.

Very truly yours,

W. H. LYNCH
District Engineer

Sent 5/29/31
JO

RECEIVED
MAY 27 1931

Form 39—E-18703—2M—10-30

OREGON STATE HIGHWAY DEPARTMENT

pR(1)72

FIELD ENGINEER'S WEEKLY REPORT

Date May 15, *193*1

Job name GATE CREEK-NIMROD — *Week from* May 8, 1931. *to* May 15, 1931.

Mail address Blue River, Oregon.

Highway MCKENZIE — *Telegraph or telephone address* Blue River, Oregon.

County LANE *Job prefix* 20PT — *Express and freight address* Blue River, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The clearing crew's have nearly all the brush cut and burned and are now working on the trees.

The scraper is working at station 1465 and has everything roughed in up to there but has finished none of it.

The Lima shovel is working at station 1490 and the Northwest at station 1500.

The contractor is working two 8 hour shifts.

The engineering crew has working on the final records and the estimate for May.

RECEIVED
MAY 16 1931
OFFICE OF
CIVIL ENGINEER

NOTED
E. A. C.

(See back of this sheet for instructions and detailed information.)

Signed Walter M. Rawson

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 8.1

Miles completed 0

Miles completed except finishing 1

Total cubic yards in project 170,000

Cubic yards moved to date 10,000

Miles covered by contractor's forces 8.1

Miles cross-sectioned 2.7

Miles cross-sections completed and checked 1

Miles to be remeasured 5.

Number men in Engineering Party 3

Contractor's average force for week 80 men,

0 teams, 2 steam shovels

Grading work will be completed about Sept. 30, 1931.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The al copy shall be mailed direct to the Salem office, and the icate direct to the Division Engineer. The triplicate copy shall tained in the Field Engineer's files.

NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests or information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 20PT Percentage 50
2. 20DW Percentage 40
3. 20GO Percentage 10
4. Percentage

PR: 1175

May 1, 1931.

Barnes & Tittle,
1468 Willamette Street,
Eugene, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Gate Creek-Elmira Section of the McKenzie Highway in Lane County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

WC

Encl.

Form 30—E-18703—2M—10-30

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FR 1179

Date April 11, 1931

Job name GATE CREEK-NIMROD

Week from April 3, 1931 *to* April 10, 1931.

Mail address Blue River, Oregon.

Highway MCKENZIE

Telegraph or telephone address Blue River, Oregon.

County LANE *Job prefix* 20PT

Express and freight address Blue River, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor started clearing at station 1553 Thursday and is going to work the Power Plant Grade first.

I received the platted cross-section sheets and have marked the trees to be left.

The Contractor is setting up camp at the Tate place just this side of Bear Creek.

I saw the County Court yesterday and they said we could work anything up to Rough Creek.

RECEIVED
APR 1 1931
DIVISION

(See back of this sheet for instructions and detailed information.)

Signed Walter M. Ramsey

Title Resident Engineer

GRADING CONSTRU[illegible]

Total miles of grading in project 8.1

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 170,000

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 4

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

[illegible] SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this [illegible] with percentage of this week's time on each.

1. This job 30 PT ..... Percentage 40
2. 20 DW ..... Percentage 10
3. 2000 ..... Percentage 50
4. ..... Percentage .....

FA 117-J

UNITED STATES DEPARTMENT OF AGRICULTURE

DISTRICT NO. 1

April 11, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of April 7th, we are today sending under separate cover one blueprint copy of drawings Nos. 4201 and 3850. We are likewise sending five blueprint copies of sheet No. 2 of the plans which has been revised to show the rubble masonry wall which is to be constructed on this project. These drawings are for work on the Gate Creek-Elmira Section, Project No. 117-J.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. E. Probert,
Office Engineer.

Dicta. by J. H. Nash/HH.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

April 7 , 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please furnish us with one print each of the culvert plans used on Oregon Federal Aid Project No. 117-I, as follows:

4 x 6 box culvert, Drawing No. 4201.
8 x 10 box culvert, Drawing No. 3850.

It is also noted that a wall is specified in mile 33 of this project and it is requested that plans covering this wall be submitted.

Very truly yours,

W. H. LYNCH
District Engineer

April 7 , 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please furnish us with one print each of the culvert plans used on Oregon Federal Aid Project No. 117-A, as follows:

4 x 6 box culvert, Drawing No. 4801.
6 x 10 box culvert, Drawing No. 3850.

It is also noted that a wall is specified in mile 35 of this project and it is requested that plans covering this wall be submitted.

Very truly yours,

W. H. LYNCH
District Engineer

April 10, 1934.

Mr. R. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Gate Creek-Elkrod Section, Project No. 117-A.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

R. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EM.

encls.

Oregon State Highway Department — Emergency Project No. 117-2

SALT CREEK-TURNER SECTION OF THE

McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, April 8, 1931.

All Required		Clearing and Grubbing			$12,000.00
110,000	cu. yds.	Common Excavation		$ 0.24	26,400.00
80,000	cu. yds.	Solid Rock Excavation		0.84	67,200.00
168,000	yds. stn.	Overhaul		0.02	3,360.00
45,000	yds. mls.	Truck Haul		0.20	9,000.00
60	cu.yds.	Cement Rubble Masonry		12.00	720.00
100	" "	Class "A" Concrete		22.00	2,200.00
10,000	lbs.	Metal Reinforcement		0.06	600.00
300	lin.ft.	12" Concrete Pipe		1.15	345.00
1,400	" "	18" " "		2.85	4,000.00
60	" "	24" " "		1.95	120.00
110	" "	30" " "		4.75	522.50
250	" "	36" " "		6.25	1,562.50
120	" "	12" Corr. Galvanized Iron Pipe		1.15	138.00
140	" "	18" " " " "		2.00	280.00
80	" "	24" " " " "		3.90	312.00
		Sub-total			$ 112,161.00
		10% Engr. & Cont.			11,216.10
		Total			$ 123,906.10

Length of Project 8.101 miles
Cost per mile $15,292.61
Estimated percentage of work to be completed on Sept. 1, 1931 - 90%

SUMMARY

Item	Total Cost	Federal Aid	Emergency Advance Funds	State Funds
Work done prior to Sept. 1, 1931	$99,044.88	$42,522.44	$40,522.44	$ --
Work done after Sept. 1, 1931	24,761.22	16,408.90	--	8,352.32
	$123,906.10	$84,931.34	$40,522.44	$ 8,352.32

State Funds for Constr.: Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maint.: Chapter 41, Laws 1920.

Form 30—E-18703—2M—10-30

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

Date April 4, 1931

Job name Gate Creek-Nimrod *Week from* March 27, 1931 *to* April 3, 1931.

Mail address Blue River, Oregon.

Highway McKenzie *Telegraph or telephone address* Blue River, Oregon.

County Lane *Job prefix* 20PT *Express and freight address* Blue River, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

I have recieved all of the notes on t is job except the platted cross-section sheets.

The Engineering crew finis ed t e line c ange at the Power House grade and have been working on 2060 the remainder of the week.

The high water did not come near the located line. I c ecked over the culverts during the hig water and found t em OK.

RECEIVED
MAR 6 1931
OFFICE OF
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed Walter M Ransom

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 8.1

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 170,000

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 3

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention if included in this report.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete –

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 20 PT ..... *Percentage* 50
2. 20 DW ..... *Percentage* 10
3. 2000 ..... *Percentage* 40
4. ..... *Percentage*

RE GE FP 117 9

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

April 2, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence today in the award of contract on Oregon Federal Aid Project No. 117-I to Harmar and Little, Eugene, Oregon, who submitted the low bid of $112,551.00.

Very truly yours,

W. H. LYNCH
District Engineer

Form 39—E-18703—2M—10-30

PR 1179

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Mar. 27, 1931

Job name Gate Creek-Nimrod — *Week from* Mar. 21, 1931 *to* Mar. 27, 1931.

Mail address Blue River, Oregon.

Highway McKenzie — *Telegraph or telephone address* Blue River, Oregon.

County Lane *Job prefix* — *Express and freight address* Blue River, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The Engineering crew have all the Right-of-way stakes set except Power Plant Grade where there was a revision. The revision at Shell Rock grade has been run in and Right-of-way stakes have been set on it.

There has been a number of Contractors looking at this job.

Mr. Libby went over the job with me Thursday. He suggested a couple of small revisions which look very good, one at Vine Maple creek and one near Bear Creek.

RECEIVED
1931
STATE OF
OREGON

(See back of this sheet for instructions and detailed information.)

Signed Walter M. Dawson

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 8.1

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 170,000

Cubic yards moved to date 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured 0

Number men in Engineering Party 4

Contractor's average force for week 0 men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job Gate Creek-Nimrod Percentage 40
2. 20DW Percentage 10
3. 2000 Percentage 50
4. ..... Percentage .....

PR 1179

March 24, 1938.

Mr. W. H. Lynch,
District Engineer,
U.S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate and five bid proposals accompanying the plans for the Coos-Curry-Douglas Highway Emergency Project No. 117-C. Five sets of blueprint plans and one set of original cross-sections for this work are being sent under separate cover.

Very truly yours,

[redacted]

[redacted]
State Highway Engineer,

By

E. E. Probert,
Office Engineer.

Dict. by J. W. Nash/EE.

Encls.

Oregon State Highway Department — Project No. 119-E

GATE CREEK-KLAMATH SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, March 26, 1931.

All Required	Clearing and Grubbing		$	$16,000.00
110,000 cu. yds.	Common Excavation		0.55	60,500.00
60,000 cu. yds.	Solid Rock Excavation		0.85	51,000.00
165,000 yd. sta.	Overhaul		0.02	3,300.00
45,000 yds. mls.	Trunk Haul		0.25	11,250.00
60 cu. yds.	Cement Rubble Masonry		10.00	600.00
150 cu. yds.	Class "A" Concrete		25.00	3,750.00
10,000 lbs.	Metal Reinforcement		0.07	700.00
300 lin. ft.	12"	Concrete Pipe	1.50	450.00
1,900 lin. ft.	18"	Concrete Pipe	2.50	4,750.00
80 lin. ft.	24"	Concrete Pipe	3.00	240.00
110 lin. ft.	30"	Concrete Pipe	5.00	550.00
250 lin. ft.	36"	Concrete Pipe	7.00	1,750.00
120 lin. ft.	12"	Corr. Galv. Iron Pipe	1.80	160.00
140 lin. ft.	18"	" " " "	2.60	360.00
20 lin. ft.	24"	" " " "	5.00	100.00
			Sub-total- - - - - - -	$ 126,695.00
			10% Engr. & Cont.	12,669.50
			Total- - - - - -	$ 139,364.50

Length of Project 8.102 miles
Cost per mile $17,203.56
Estimated per cent complete on Sept. 1, 1931 80%

SUMMARY

Item	Total Cost	Federal Aid	Emergency Advance Funds	State Funds
Work done prior to Sept.1,1931	$111,491.80	$55,745.90 (50%)	$55,745.90 (50%)	$ - -
Work done after Sept.1,1931	27,872.70	17,345.20 (62.23%)	- -	10,527.50
	$139,364.50	$73,091.10	$55,745.90	$10,527.50

Form 39—E-18703—2M—10-30

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NP 1179
NOTED.
State Highway Engineer

Date March 21, 1931

Job name GATE CREEK-NIMROD — Week from Mar. 13, 1931 to Mar. 20, 1931.

Mail address Blue River, Oregon.

Highway MCKENZIE — Telegraph or telephone address Blue River, Oregon.

County LANE Job prefix ? — Express and freight address Blue River, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

F. D. Thompson transitman and Chas. Cornell and Ray Wood Chainman started work on this job Thursday setting Right-of-way stakes. These men were transfered to me by Mr. Libby.

RECEIVED
OFFICE OF
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed Walter M. Rawson

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 8.10

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 170,000

Cubic yards moved to date 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured 0

Number men in Engineering Party 4

Contractor's average force for week 0 *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* 30
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

CONTRACT # 1278, 1328,
1348, 1489,

PR 117-D Hendricks Br.-South Fork Br. 1932
Sec., Surfacing

1278. 1328. 1348. 1489

#1/1459

17-D

April 2, 1954

Shell Oil Company,
1219 Westlake Ave. No.,
Seattle, Washington.

Attention: A. C. Combs, Credit Mgr.

Gentlemen:

Receipt is acknowledged of your letter of March 30th concerning the Buhler Bros. contract No. 1459 for the construction of the Doyle Hill-Nimrod Section of the McKenzie Highway in Lane County.

Please be advised that this contract was completed on October 31, 1953, and was accepted November 14, 1953. No claims have been filed against the contract to date.

Very truly yours,

Secretary.

Dict. by J. McFarland.

SHELL OIL COMPANY

SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

March 30, 1934.

RECEIVED
APR 2 1934

Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

RE: State of Oregon Contract 1489,
Boyle Hill-Nimrod Section, McKenzie Highway;
Babler Brothers, contractors.

We would appreciate knowing what progress has been made on this contract, giving percentage of work finished. If this job has been completed, has it been accepted by your department? Please give us the dates, and also the total amount of liens filed.

Yours very truly,

SHELL OIL COMPANY

FJH:NEZ

A. C. GUSKE
Division Credit Manager

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. NRH 117-D

POST OFFICE BUILDING
PORTLAND, OREG.

Dec. 26, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Highway Engineer

Encl.

Hyp. 5171

Form P. R. 2

State Oregon

Project No. [redacted] 137, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8618

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73d Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 20th day of September, 1927, a project statement, which was approved by the Secretary on the 24th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 9th day of August, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two thousand, one hundred forty-nine and 39/100

dollars ($2,149.39) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act
(Include amount, date, and citation of
approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof
act of legislature by which authorized)
not provided from such funds shall be met from State funds available to the
State Highway Department under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.

(*b*) From other sources _____

_____

_____
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1404+15 in Sec. 23, T. 16 S., R. 2 E., W.M., the east
end of Sec. 2 of said project, and survey station 1437+70 in the S. E. 1/4 of
Sec. 27, T. 16 S., R. 2 E., W.M., the west end of Sec. 1 of said project.

_____

_____

_____, length 0.635 miles, in Lane County,
being Section D of Oregon National Recovery Highway project No. NRH 117, consisting of
0.601 miles of roadway and 1 bridge, each of more than 20 feet clear span, 0.034
of a mile in length, known locally as the Gate Creek Bridge Section of the McKenzie
Highway, between official control points Eugene and McKenzie Bridge.

JUL 7 1933 8 44 AM

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures the day

9
7

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of two thousand, one hundred forty-nine and 39/100 dollars ($2,149.39), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two thousand, six hundred ninety-four and 39/100 dollars ($2,694.39), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment be made by the United States on account of said project to exceed the legal limitation upon such payment to provide a system of bridges of more than 20 feet clear span~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 8 day of December, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

Secretary of Agriculture

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 5—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. NEH 117-D, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 2,694.39 as the total estimated cost of said project, and the sum of $ 2,149.39 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 8 day of December one thousand nine hundred and thirty-three

Secretary of Agriculture

By C. M. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 1933 8—4939

#1829

1170.

December 4, 1933

U. S. Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We have received information of the claim of F. J. Kernan, Paloma, Oregon for rental of equipment due him by Babler Bros. in connection with their contract for the construction of bituminous macadam wearing surface on the Doyle Hill-Nimrod Section of the McKenzie Highway in Lane County.

This information is given to you inasmuch as your company wrote the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

cc to
Babler Bros.
2407 - 28th St. N. W.
Portland, Oregon

December 4, 1933

Mr. F. J. Kernen
General Contractor
Paloma, Oregon

Dear Sir:

Reply is made to your letter of December 2 requesting the name of the bonding company who wrote Babler Bros. bond in connection with their contract for construction on the McKenzie Highway.

The contract to which you refer is state highway contract No. 1489 for the construction of bituminous wearing surface on the Doyle Hill-Nimrod Section of the McKenzie Highway in Lane County. The records show the bond was written by the United States Fidelity & Guaranty Company for whom C. O. Price is agent with offices in the Porter Building, Portland, Oregon.

We have no special forms to be used for filing claims against contractors. According to the provisions of Chapter 280, Laws of 1931, notices of claims against state work should be filed with the Secretary of State substantially in the form shown in the statute. I am inclosing mimeographed copy of the statute for your information.

Very truly yours

Secretary

HBG:jn

F. J. KERNAN
GENERAL CONTRACTOR
ROAD BUILDING—DREDGING—BARGING
FALOMA, OREGON

December 2, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you please send me the name of the bonding Company that Babler Brothers had on the Doyle-Hill Macadam contract on the McKenzie highway. Also send some claim blanks, or whatever is necessary to file a claim on that job against Babler Brothers for rental on equipment.

Yours very truly

F. J. Kernan

FJK:AL

DEC 1 - 1933
OREGON

FORM S-A-1 5751 7000 6-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

117-D

OREGON STATE HIGHWAY COMMISSION

SALEM

Roseburg, Ore.
Nov. 4, 1933

IN REPLY PLEASE REFER TO FILE NO

RECEIVED
NOV 6 - 1933
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

FINAL ESTIMATE - DOUGLAS HILL-NIMROD SECTION

In the final paragraph of my letter of October 30th, I mentioned a discrepancy between the shipping notice and the invoice for the weight of asphalt shipped by the Shell Oil Company to Babbler Bros at Springfield. Mr. L. Gridley, Manager Asphalt Department, Northern Division, Seattle, Washington, writes that he has checked with the Martinez refinery and the invoice calling for 80,140 pounds is correct and they are sending a corrected shipping notice.

Very truly yours,

EAC:AW

E. A. Collier
Division Engineer

Form 388—4M—9-32.

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

RECEIVED
OCT 30 1933
OREGON
STATE HIGHWAY COMMISSION

For Week Ending Oct 28, 1933

Section Doyle-Hill Nimrod — Kind of work Bituminous Macadam

Highway Mc Kenzie — Section prefix 20 P U-2

Contractor Babler Bros. — Contract number 1489 1170

Date of contract Aug 24, 1933 — Date of completion Oct 21, 1933

Date work started Sept. 1, 1933 — Estimated date of completion Oct 21, 1933

Amount of contract . . . . . $43,045 — Per cent of time elapsed ____%

Estimated cost of completed project, exclusive of engineering $42,900

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $1460, 3.4 % — Date project was completed Oct 21, 1933

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed final estimate on this project this week and sent same to Roseburg Office.

Took permeability tests on the Cheshire prairie section of the Siuslaw Highway this week. Found same to leak some.

Will take additional permeability tests on the Mc Kenzie and Siuslaw Highways as requested by Mr. Collier. This will take three or four days.

My address will be in care of the maintenance office in Eugene.

RECEIVED
OCT 30 1933
CONSTRUCTION

M. H. Stewart

Resident Engineer

Eugene Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

MHS:ja

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

117-5

THE UNITED STATES NATIONAL BANK OF PORTLAND

September 18, 1933

C. F. Gleason, Assistant Manager
The United States National Bank of Portland
Oregon City Branch
Oregon City, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of September 15 inclosing assignment of claim executed by Babler Bros. to your Bank covering proceeds on their contracts No. 1489, Doyle Hill-Elmrood Section of the McKenzie Highway, in Lane County; and No. 1496, Neskowin-Siletz River and Tillamook County Line-Grande Ronde Sections of the Oregon Coast and Salmon River in Lincoln, Tillamook and Polk Counties.

The assignments have not been prepared in conformance with our regulations, therefore they cannot be accepted. It is our belief that it is the intention of Babler Bros. to assign to your Bank all moneys due or to become due them in connection with the above-mentioned contracts. Therefore we have prepared an assignment form which we inclose. We ask you to have Babler Bros. a partnership, sign these forms before witnesses.

These assignments are being submitted in triplicate. It is requested that all copies be returned to this office for further disposal.

We also require that assignments of this kind be consented to in writing by the surety on the bond furnished by the contractor. In connection with the two contracts above listed, the bond was written by the United States Fidelity & Guaranty Company for whom C. O. Pitts, Porter Building, Portland, is agent. Kindly have such written consent delivered to this office.

Very truly yours

Secretary

HBG:ja

THE UNITED STATES NATIONAL BANK OF PORTLAND

CAPITAL AND SURPLUS $ 6,000,000.00

OREGON CITY BRANCH
OREGON CITY, OREGON

September 15, 1933

RECEIVED
SEP 16 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing assignment of claim by Babler Bros. to this bank covering the proceeds of their contract with the State on Doyle Hill, Nimrod Section of McKenzie Highway and assignment of their claim covering contract on the Neskowin Siletz Section of the Roosevelt Highway and Grand Rhonde Tillamook County Line Section of the Salmon River Cutoff.

Please acknowledge receipt of these assignments.

Very truly yours,

C. F. Gleason

Assistant Manager.

CFG GH

1175

September 14, 1933

Babler Bros.
485 - 28th St., North
Portland, Oregon

Gentlemen:

Your contracts for bituminous macadam construction on the Doyle Hill-Mineral Section and the Neskowin-Siletz River Section, provide that ex-service men with dependents may be hired without regard to the employment lists furnished by the designated employment agencies.

Under a new regulation of the U. S. Bureau of Public Roads, ex-service men with dependents must be registered with the National Reemployment Service or one of the designated employment agencies.

The National Reemployment Service will furnish each ex-service man with an identification card which will constitute proof of his eligibility. The identification card will bear a serial number which must be entered on the labor payroll under the heading "Is Employee a Veteran With Dependents?"

Although the above mentioned regulation is not a requirement of your contracts, we would appreciate your cooperation in having such ex-service men as you employ register with the National Reemployment Service.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ME

117-D

September 13, 1933

Babler Brothers
2407 - 26th St. N. W.
Portland, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the Doyle Hill-Nimrod Section of the McKenzie Highway in Lane County.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn

117-D

September 11, 1933

NOTED

Mr. W. H. Stewart
Resident Highway Engineer
Eugene, Oregon

Dear Sir:

We have the confirmation of your wire to the U. S. Bureau of Public Roads giving the date of beginning on the Doyle Hill-Mineral Bituminous Macadam Job, Contract No. 1489.

The Bureau of Public Roads now advises that it will be necessary to notify them by letter as work is started on each separate National Recovery Highway Project included in the contract.

You will, therefore, please write to W. H. Lynch, District Engineer, U. S. Bureau of Public Roads, advising him of the commencement of the week as work is begun on each National Recovery Highway Project on Contract No. 1489. The stations indicating the limits of each N. R. H. Project are as follows:

Project	Station	to	Station
NRH-117-G	1113+28 (M.P. 19.72)		1138+00
NRH-117-H	1138+00		1404+15
NRH-117-D	1404+15		1437+70
NRH-117-I	1437+70		1865+46.8 (M.P.33.96)

Since your wire to Mr. Lynch did not refer to any one particular NRH project of Contract 1489, it will be necessary to advise him of the NRH project on which work was first started.

A copy of the letter to Mr. Lynch should be sent to the Salem office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ER
cc E. A. Collier

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1170

PORTLAND, OREG.

September 11, 1935.

NOTED
IN REPLY PLEASE REFER TO FILE NO.

Mr. W. K. Stewart,
Resident Engineer,
Leaburg, Ore.

Dear Sir:

It is reported that you are spreading chips mechanically on the Doyle Hill-Mineral Section either by spreader boxes or cracking the end gate trucks. The specifications call for the spreading of all chips by hand. There is a $500.00 fine for anyone violating the N.R.A. provisions in the slightest degree. Chips are all rock below the main spread and include key rock, screenings and filler.

These same contractors are spreading by hand on their other jobs on the coast and there is no excuse for them to forego the specifications on this job.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock
E. A. Collier

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

September 7, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Reference is made to the estimate dated August 30th submitted as a basis of a project agreement on Oregon NRH-117-D.

The cost of the non-participating broken stone has been prorated between roadway and bridge in order to obtain the total estimated cost of this project. The proration was based on the roadway and bridge lengths.

Our records will, accordingly, show the following figures:

	Total Estimated Cost	NRH Funds Allotted
Roadway	$2,596.85	$ 2,081.03
Bridge	97.54	68.36

Subsequent estimates for this project and those upon which similar conditions exist should include the cost of non-participating items necessary for the satisfactory completion of the project in the total cost.

Very truly yours,

W. H. LYNCH
District Engineer.

August 30, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Gate Creek Bridge Section, Project No. NRH-117-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery
Highway Project No. NRA-117-B

GATE CREEK [illegible] SECTION

OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for [illegible] agreements. Based on low bid prices)

Salem, Oregon, August 30, 1933.

[illegible]

Roadwork:

0.6	mile	Preparation of Base	$75.00	$ 45.00
520	cu. yds.	Placing Mineral Aggregate	1.15	598.00
800	yd. mi.	Hauling " "	0.20	160.00
37	tons	Asphalt in Place	25.50	943.50
5.7	tons	Emulsified or Cut-back Asphalt in Seal Coat	25.50	145.35
		Sub-total		$1,891.85
		10% Engr. & Cont.		189.18
		Total		$2,081.03

Gate Creek Bridge:

20	cu. yds.	Placing Mineral Aggregate	$1.15	$ 23.00
30	yd. mi.	Hauling " "	0.20	6.00
1	ton	Asphalt in Place	25.50	25.50
0.3	"	Emulsified or Cut-back Asphalt	25.50	7.65
		Sub-total		$ 62.15
		10% Engr. & Cont.		6.21
		Total		$ 68.36

Length of Roadwork	0.601 miles
" " Bridge	0.034 "
Total length	0.635 "
Cost per mile, roadwork	$3,462.61

National Recovery Highway Funds Requested

Roadwork	$ 2,681.87
Bridge	63.52
	$ 3,149.39

NON-PARTICIPATING ITEMS

Accounts (Contract #1328)

320	cu. yds.	2" - 1" Broken Stone in Stockpile	$1.00 (low bid)	" "	$ 320.00
70	" "	3/4" - 1/2" " " " "	1.00	" "	70.00
100	" "	1/2" - 1/4" " " " "	1.00	" "	100.00
500	yd. mi.	Hauling Broken Stone, Pile Measure	0.11	" "	55.00
					$ 545.00

State Funds for Contract Chaps. 175 Laws 1931; Chaps. 31, Laws 1930
" " " Maint. Chaps. 41, Laws 1927

117-2

August 29, 1933

Mr. W. L. Stewart
Highway Resident Engineer
Medford, Oregon

Dear Sir:

On the day that work is started on the Babler Bros. contract for bituminous macadam construction on the Doyle Hill-Elmrod Section of the McKenzie Highway, you will please wire W. H. Lynch, District Engineer, U. S. Bureau of Public Roads at Portland, advising him of the commencement of the work. In your wire, the project should be referred to as contract fourteen eighty-nine, National Recovery Highway Project one seventeen, D, H, I, G.

Work on the project will be considered to have started on the day that camp erection or any other work of a manual nature is commenced at the site of the project. The date of commencement of work, as later shown on the monthly and final estimates, must be the same as that used in your notice to Mr. Lynch.

A confirmation copy of your wire to Mr. Lynch should be sent to the Salem Office by mail.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:ER

cc L. A. Collier

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

STATE HIGHWAY COMMISSION
OREGON
RECEIVED
AUG 10 1933
Post Office Building
Portland, Oreg.

August 9, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon NRH 117-D, the Gate Creek Bridge section of the McKenzie Highway, 0.601 miles of bituminous macadam, have today been recommended for approval. This is your authority for proceeding with advertising.

Special clauses mentioned in our letter of August 2, 1933, should be included in the advertisement for bids. Also we would like to have for each project four copies of mimeographed Notice to Contractors, which should likewise contain the three clauses mentioned.

As no Federal funds will be paid on this project until or unless the agreement is executed, it is essential that all documents be forwarded without delay. This is particularly true of bid tabulations and agreement estimates. As we have been instructed to submit these documents immediately after the letting, we are requesting that they be forwarded so as to reach this office not more than three days after the letting.

It is noted that the section sheets do not show the summary quantities for the bituminous macadam. Revised section sheets No.2 of the plans should be submitted, listing these quantities.

Very truly yours,

W. H. LYNCH
District Engineer

July 18, 1933

RECEIVED
JUL 19 1933
OREGON
HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final vouchers submitted for Oregon Federal Aid projects 117-D and 117-I.

The Weekly Oiling Report for the week ending Sept. 2, 1932, which accompanied the final field estimate to the contractor, does not check the amounts of broken stone taken from stockpiles shown on the final voucher.

	Voucher 117-D	Oiling Report 117-D	Voucher 117-I	Oiling Report 117-I
3/4" - 1/2" Broken Stone	49	69.8	968.8	936.6
1/2" - 1/4" Broken Stone	46	32.2	416.8	438.9

Please advise if the quantities on the vouchers are correct and how they were computed. The final vouchers are being held in this office pending receipt of your reply.

Very truly yours,

W. E. LYNCH
District Engineer

June 26, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate accompanying bituminous macadam specifications for the Cate Creek Bridge Section, Project No. 117-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. H. Rmh/ER

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-117-D

GATE CREEK BRIDGE SECTION OF THE

[illegible]

(Estimate accompanying specifications. Not on basis for project agreement.)

Salem, Oregon, August 5, 1935.

Statement of Completed Work:

Statement of completed work to be made upon payment of final voucher.

Bituminous Bakdam Wearing Surface, Type B-6 (Modified)

0.6	miles	Preparation of Base	$ 75.00	$ 45.00
540	sq. yds.	Finding Mineral Aggregate	1.15	621.00
830	yd. mi.	Hauling Mineral Aggregate	0.15	124.50
38	tons	Asphalt in Place	84.00	319.00
6	tons	Emulsified, or Cut-back Asphalt in Seal Coat	26.50	159.00
				$ 1,061.50
		10% Engr. & Cont.		106.15
				$ 1,167.65

Length of Roadway 0.601 miles
" " Structure .034 "
" " Project 0.635 "

Cost per mile $ 3,324.64

National Recovery Highway Funds Requested $ 2,047.65

NON-PARTICIPATING AT 1:3

Aggregate (Contract #1528)

320	cu. yds.	2" - 1" Broken Stone in Stockpile	$1.00 (low bid)	$ 320.00
70	" "	3/4" - 1/4" " " " "	1.00 " "	70.00
100	" "	1/2" - 1/4" " " " "	1.00 " "	100.00
500	yd. mi.	Hauling Broken Stone, Pile Measure	0.11 " "	55.00
				$ 545.00
		10% Engr. & Cont.		54.50
				$ 599.50
		Sub-total		$ 2,406.00
		10% Engr. & Cont.		240.65
		Total		$ 2,647.15

(A)

Oregon State Highway Department — Federal Public Roads
Highway Project No. 117-B

[illegible] SECTION [illegible]

[illegible] HIGHWAY IN LANE COUNTY

(Estimate accompanying specifications. Not as basis for project agreements.)

Salem, Oregon, June 26, 1933.

Statement of Completed Work

Statement of Completed Work to be made upon payment of final

Bituminous Macadam Wearing Surface, Type B-6 (Modified)

0.6	miles	Preparation of Base	$75.00	$ 45.00
540	cu. yds.	Placing Mineral Aggregate	1.15	621.00
830	yd. mi.	Hauling Mineral Aggregate	0.15	124.50
38	tons	Asphalt in Place	24.00	912.00
6	"	Emulsified, or Cut-back Asphalt in Seal Coat	26.50	159.00
				$1,861.50
		10% Engr. & Cont.		186.15
				$2,047.65

Upon Participating [illegible]

Aggregate (Contract #1328)

320	cu. yds.	2" - 1" Broken Stone in Stock pile	1.00 (low bid)		$ 320.00
70	" "	3/4" - 1/2" Broken Stone in Stock pile	1.00	" "	70.00
100	" "	1/2" - 1/4" Broken Stone in Stock pile	1.00	" "	100.00
500	yd. mi.	Hauling Broken Stone, Pile Measure	.11	" "	55.00
					$ 545.00
		10% Engr. & Cont.			54.50
					$ 599.50
		Sub-total			$2,406.50
		10% Engr. & Cont.			240.65
		Total			$2,647.15

Length of Roadway	0.601	miles
" " Structure	.034	"
" " Project	0.635	"
Cost per mile	$ 4,168.74	

National Roadway Safety Act Funds Required - $ 20,765

Item	Total Cost	Regular Fed. Aid Funds	Public Works Hwy. Funds	State Funds
Bituminous Macadam	$2,647.65	$ - -	$2,647.65	$ - -
Aggregate	369.53	369.53 (1.644)	- -	369.97
	$2,647.15	$369.53	$2,647.65	$ 369.97

#1345

October 15, 1932

Hartford Accident & Indemnity Company,
Jewett, Barton & Leavy, John Kern Co., Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1548 for the construction of the Hendricks Bridge -South Fork Bridge Section of the McKenzie Highway in Lane County, has been completed by the contractor, J. C. Compton, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 25th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $32,184.39 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

117 D.G.H.

September 6, 1932

Hartford Accident & Indemnity Co.,
% Jewett, Barton & Leavy,
Lewis Building,
Portland, Oregon.

Gentlemen:

We are handing you duly executed copy of agreement by and between the State Highway Commission and J. C. Compton for the construction of some bituminous macadam and oiling on the Hendricks Bridge-South Fork Bridge Section of the McKenzie Highway in Lane County, which is for your records and files.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Form 30—3165—6M—8-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
SEP - 1932

Date Sept. 3, 1932.

Job name Hendricks Bridge-South Fork Bridge

Week from Aug. 27, 1932 to Sept. 3, 1932.

Mail address Leaburg, Oregon.

Highway McKenzie

Telegraph or telephone address Leaburg, Oregon.

County Lane Job prefix 20P1

Express and freight address Leaburg, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The oiling crew was held up because of rain two days this week but completed every-thing Thursday.

The final estimate is completed except the price agreement on the oil which was barreled at Walterville. I am going to get the price agreement to-day, if I can get in tough with Mr. Hansen.

RECEIVED
SEP 6 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Cloudy	Cloudy
Monday	Rain	Rain
[illegible]day	Cloudy	Fair
[illegible]esday	Fair	Fair
[illegible]y	Fair	Fair
Friday	Fair	Fair
Saturday	Fair	Fair

Signed Walter W. Ransom

Title Resident Engineer

NOTED
H. M. SMITH

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ..... 35.28 .....

Miles paving completed ..... 35.28 .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... 40 ..... *men,*

..... *teams,* ..... 10 ..... *trucks*

Job will be completed about ..... Sept. 1, 1932. .....

Number of men in Engineering Party ..... 5 .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 20F ..... *Percentage* ..... 50 .....
2. ..... 20PU ..... *Percentage* ..... 50 .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

117 PRIN+I

August 23, 1938.

Mr. Walter H. Ransom,
Resident Highway Engineer,
Roseburg, Oregon.

Dear Sir:

In preparing your monthly estimate on the Hendricks Bridge-South Fork oiling project, Contract No. 1348, please use Station to Station or M. P. to M. P. as well as the Federal Aid prefix so that we may determine definitely where the wearing surface has been constructed.

In your August 15th estimate you have listed under Federal Aid project 117-B, 2.4 miles of preparation of base, which length is much greater than the length of this Federal Aid project. We have assumed that this 2.4 miles is on project 117-E. If this is not correct, please let us know.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by D. G. Desart/MK
cc Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

117-D

August 23, 1932.

Mr. J. C. Compton,
McMinnville, Oregon.

Dear Sir:

We are sending to you herewith the supplemental agreement applying to the extension of your contract for bituminous macadam work on the Hendricks Bridge-South Fork Bridge Section of the McKenzie Highway to include the oiling of the section between the South Fork Bridge and Belknap Springs.

After executing this agreement and securing the consent of your surety, please return all four copies to us for execution by the State Highway Commission.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Frebert,
Office Engineer.

SHF:HK
Inc.

Signed copies of agreement filed in original copy of Compton's contract

THIS AGREEMENT made and entered into this 11th day of August, 1932, by and between the STATE OF OREGON, through its State Highway Commission, hereinafter called the "State", party of the first part, and J. C. COMPTON, hereinafter called the "Contractor", party of the second part,

W I T N E S S E T H :

THAT, WHEREAS, the parties hereto on the 28th day of April, 1932 entered into a written agreement for the construction of some bituminous macadam and oiling on the Hendricks Bridge-South Fork Bridge Section of the McKenzie Highway in Lane County, and

WHEREAS, involved in said contract is the construction of an oil mat surface treatment designated as type C-28 on the Doyle Hill-Wimrod Section, said section being confined within the area beginning at mile post 19.72 and ending at mile post 25.92, and

WHEREAS, conditions over which the contractor has no control make it necessary to eliminate from said contract approximately 5.2 miles of said construction work, said 5.2 miles being within the area beginning at mile post 19.72 at Doyle Hill and ending at mile post 24.92 near Indian Creek, and

WHEREAS, the parties hereto have agreed that said 5.2 miles of said highway construction covered by said contract may be eliminated from the contract and the contractor relieved from the performance of said work and the parties have likewise agreed that there may be added to said contract an additional mileage beginning at mile post 46.01 which is at the South Fork Bridge and ending at mile post 55.0 at Belknap Springs Road, the total distance being 8.9 miles, and

WHEREAS, the said contractor has agreed to construct said additional mileage according to the plans and specifications incorporated in said agreement and as modified in this supplemental agreement, and agrees to perform said work for the unit prices specified in said original agreement.

NOW THEREFORE the premises being in general as above stated, it is hereby mutually agreed by and between the parties hereto as follows:

1. That there may be eliminated and withdrawn from said original contract the work involved in the construction of the 5.2 miles of the McKenzie Highway, which said 5.2 miles begins at mile post 19.72 being at Doyle Hill, and ends at mile post 24.92 which is near Indian Creek.

2. That there may be added to said original contract in lieu of the section withdrawn therefrom the section beginning at mile post 46.1 which is at the South Fork Bridge, and ending at mile post 55.0 at Belknap Springs Road, involving a total mileage of 8.9 miles.

3. The type of surface treatment to be constructed on the said additional mileage shall be the type of treatment quoted in said original contract as type C-2L, which is the same treatment specified in said original contract for Unit No. 3.

4. That the quantity of work involved in the said extension or added mileage and the unit prices for which said work shall be done are as follows:

8.9 miles preparation base	at	at $50.00 per mile
800 cubic yards placing mineral aggregate	at	1.25
1400 yd. mi. hauling mineral aggregate	at	.15
70 tons #3 road oil in place	at	20.20

5. That the unit prices to be employed and upon which payment shall be made for work on said extension or added mileage shall be the same unit prices as bid for Unit No. 3 in said original contract.

6. That the contractor shall be given a fifteen day extension of time within which to complete the said contract, including this modification thereof.

7. That this supplemental agreement shall be attached to and made a part of said original agreement which said original agreement is designated as state highway contract No. 1348, and shall thereby become a part of said original agreement, and except as herein modified said original agreement shall

remain intact and except as to this modification neither of the parties to said original agreement shall be relieved of any of their respective responsibilities.

IN WITNESS WHEREOF the parties hereto have subscribed their names the day and year first above written.

STATE OF OREGON, through its State Highway Commission

By _____
Chairman

By _____
Commissioner

By _____
Commissioner
Party of the First Part

Attest:

_____
Secretary

_____

Witness:

Party of the Second Part

_____

IN CONSIDERATION of the mutual benefits accruing to the said contractor and his undersigned surety by reason of the foregoing modification of agreement, the undersigned surety hereby consents to said modification and agrees that the bond given in connection with the said original contract shall remain and be deemed in full force and effect not only with respect to said original agreement but with respect to the foregoing modification thereof.

_____

_____

_____

August 6, 1932.

Mr. R. A. Collier,
Highway Division Engineer,
Roseburg, Oregon.

Dear Sir:

This is to advise that the arrangements outlined in your recent letter for the extension of the J. S. Compton contract on the Redmond Highway, to include the oiling of the unit between the east end of the project and Kalmag Springs, is approved, and that, if Mr. Compton is willing to proceed with that work at the unit prices stated in your letter, you may arrange with him to undertake the work at once.

A supplemental agreement to cover this extension of the contract is being prepared by Mr. Devers, and a copy will be forwarded to you when it is completed. Mr. Devers advises, however, that it will not be necessary to postpone the work until the agreement is executed, if there is any advantage in beginning the work earlier.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:EB

1-32

...ISSIONERS
S. E. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

RECEIVED
AUG 5 - 1932
OREGON
STATE HIGHWAY COMMISSION

ROSEBURG OREGON
August 3, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: S. H. Probert

Dear Sir:

In reply to your letter of August 1st, you will find below the following information relative to the extension of the J. C. Compton contract for oiling work on the McKenzie Highway:

1. Limits between which the proposed additional work is to be done are MP 46.1 at the South Fork Bridge to mile 55.0 Belknap Springs road, 8.9 miles;

2. Limits of the portion of the Doyle Hill-Nimrod Section to be omitted are mile 19.72 at Doyle Hill to mile 24.92 near Indian Creek 5.2 miles;

3. Type of surface treatment to be constructed on the extension O-31, same as Unit #3 of contract;

4. Quantities of work involved in the extension:

8.9 miles preparation base at $50.00 per mile		
800 cu. yd. placing mineral aggregate	@	$ 1.25
1400 yd. mi. hauling mineral aggregate	@	.15
70 tons #3 road oil in place	@	20.20

5. The unit prices at which payment is to be made for work on the extension are the same as bid on Unit #3 of the contract.

6. The only other detail which Smith, Compton and I could think of as being necessary to incorporate in the agreement is that Compton asked for a 15-day extension of the date for completion. He stated that if the weather was good all the month of August, he could finish; should he have a week of rain in the latter part of August, he would be unable to finish. Hence, he made this application for extension of time to be placed in the agreement, and I recommend that it be so done.

The cost of the 8.9 miles of O-31, 16' wide, on the extension will run about $3,069; the cost of the 5.2 miles of O-28, 18' wide, to be omitted ~~on Unit #3~~ will be about $3,414, so that the mileage on the extension is more

R. H. B.
Attn. S. H. P.
#2 8-3-32

but the cost is less than on the section to be omitted. Should you feel that it is essential we should make the extension the same number of miles as the section to be omitted, you may so change the limits of the work and the quantities, but I should like to have the entire section covered this year, if possible, and Compton's price is quite reasonable for that long haul.

Very truly yours

E. A. Collier

E. A. COLLIER
Division Engineer

cc H. G. Smith
EAC:VR

August 1st, 1932.

Mr. E. A. Collier,
Highway Division Engineer,
Roseburg, Oregon.

Dear Sir:

Please note the enclosed letter from Mr. Devers relative to the legality of extending the J. C. Compton contract for oiling work on the McKenzie Highway to include an additional unit.

If the conditions stated by Mr. Devers can be complied with, please send us the following information:

1. Station limits between which the proposed additional work is to be done.

2. Station limits of the portion of the Boyle Hill-Mimrod Section which is to be omitted.

3. Type of surface treatment to be constructed on the extension.

4. Quantities of work involved in the extension.

5. Unit prices at which payment is to be made for the work on the extension.

6. Any other details that should be incorporated in the agreement or that are necessary for a complete understanding of the entire situation.

Upon receipt of the above information, we will arrange for the preparation of the necessary agreements.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

...SIONERS
...LIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 28, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
O f f i c e .

Dear Sir:

Mr. Collier has written stating that J. C. Compton has a contract for oiling the McKenzie Highway from Blue River to South Fork Bridge as well as the section from Hendricks Bridge to Nimrod. He advises however that part of the section from Doyle Hill to Nimrod will not be completed this year because of some conditions not chargeable to Mr. Compton.

It appears however that there is an equal mileage of another section of the road which is ready for oiling. The question presented by Mr. Collier is whether or not the Commission has authority to substitute mileage.

My answer to this question is in the affirmative. This answer however is predicated upon what I understand to be the facts; namely, that the work to be done on the substituted mileage is the same type of work that was to be done on the mileage which is not ready for Mr. Compton and that all of the other conditions of the contract will be the same. In other words that the only difference is in the section of road upon which the oiling is to be done.

Yours very truly

J. M. DEVERS

JMD:PW

cc E. A. Collier

NOTED
State Highway Engineer

REFERRED TO
Prohart
By State Highway Engineer

work up agreement with ma Dem
advise Collier.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. Ore.F.A.P.No. 117-D

POST OFFICE BUILDING
PORTLAND, OREG.

Aug. 10, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 11 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. W. Caulfield
L. W. Caulfield
Highway Engineer

Encl.

Avgv 5171

Oregon Federal Aid Project
No. 117, Section D.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 8, 1929, by the State Highway Commission of Oregon, and on May 2, 1929, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on August 26, 1929, by the said State Highway Commission, and on October 28, 1929, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 117, Section D; and

WHEREAS, the plans and specifications previously approved for said Section D provided for the construction of 0.601 of a mile of road, without surfacing, and one bridge of more than 20 ft. clear span 0.034 of a mile in length, in Lane County, for which the estimate of cost approved was $25,170.75, and $15,663.75 Federal funds were set aside to the credit of said Section D; and

WHEREAS, the construction of said Section D in accordance with the plans and specifications previously approved therefor has been completed, finally inspected, and accepted, at a total cost of $26,749.15, and voucher in the sum of $14,838.10 has been passed for payment as the share of the Federal Government on said Section D; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section D and a revision of the plans, specifications and estimates approved therefor to provide for the construction of oil treated crushed rock surfacing over its entire length, at an estimated cost of $3,393.94; and by reason thereof has requested that the estimate of cost approved for said Section D be increased from the previous actual cost of $26,749.15, to $30,143.09, and that the Federal funds approved and set aside to the credit of said Section D be increased from the previous actual payment of $14,838.10 to $16,950.14;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section D be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of sixteen thousand, nine hundred fifty and 14/100 dollars ($16,950.14) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

> "(b) By the State, in addition to funds heretofore provided, from funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraphs (c) and (d) of Article III shall read, respectively:

"(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $11,432.62, Federal Aid $6,033.00; one bridge, actual cost $18,710.47, Federal Aid paid $10,917.14."

"(d) The Highway Department hereby agrees that, within one year after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of sixteen thousand, nine hundred fifty and 14/100 dollars ($16,950.14), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty thousand, one hundred forty-three and 09/100 dollars ($30,143.09), the approved total estimated cost of Section D of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 1st day of July, 1932, and the Secretary of Agriculture on the 29th day of July, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Federal Aid Project
No. 117, Section D.

Form P.R. 5—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 117, Section D, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $30,143.09 in lieu of the previous actual payment of $14,838.10 as the total estimated cost of said project, and the sum of $16,950.14 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 21st day of July one thousand nine hundred and Thirty-two

R. M. Evans
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE 16—4838

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore.E.F.A.P. 117-G

POST OFFICE BUILDING
PORTLAND, OREG.

August 10, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 11 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By C.V. Caufield
Highway Engineer.

Encl.

A4pn 8078

Oregon Emergency Federal Aid
Project No. 117, Section G.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 19, 1930, by the State Highway Commission of Oregon, and on November 17, 1930, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on February 27, 1931, and November 3, 1931, respectively, by the said State Highway Commission, and on March 12, 1931, and October 19, 1931, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 117, Section G; and

WHEREAS, the plans and specifications previously approved for said Section G provided for the construction of 6.627 miles of road surfaced with oil treated crushed rock, and one bridge of more than 20 ft. clear span 0.028 of a mile in length, in Lane County, for which the estimate of cost approved was $140,162.01, and $85,222.16 Federal funds were set aside to the credit of said Section G; and

WHEREAS, the construction of said Section G in accordance with the plans and specifications previously approved therefor

has been completed, finally inspected, and accepted, at a total cost of $168,104.68, and voucher in the sum of $84,980.92 has been passed for payment as the share of the Federal Government on Section G of said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section G and a revision of the plans, specifications and estimates approved therefor to provide for the construction of bituminous macadam surfacing over its entire length, at an estimated cost of $26,678.85; and by reason thereof has requested that the estimate of cost approved for said Section G be increased from the previous actual cost of $168,104.68 to $194,783.53, and that the Federal funds approved and set aside to the credit of said Section G be increased from the previous actual payment of $84,980.92 to $101,583.16;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section G be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred one thousand, five hundred eighty-three and 16/100 dollars ($101,583.16) as the share of the United States payable under said act on account of Section G of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

"(b) By the State, in addition to funds heretofore provided from funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraph (b) of Article III shall read:

"(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $180,370.68, Federal Aid $92,614.05; one bridge, actual cost $14,412.85, Federal Aid paid $8,969.11."

Paragraph (c) of Article III shall be and is hereby stricken out.

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G of said project shall not in any event exceed the sum of one hundred one thousand, five hundred eighty-three and 16/100 dollars ($101,583.16), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred ninety-four thousand, seven hundred eighty-three and 53/100 dollars ($194,783.53), the approved total estimated cost of Section G of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 1st day of July, 1932, and the Secretary of Agriculture on the 29th day of July, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Emergency Federal Aid
Project No. 117, Section G.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Emergency Federal Aid Project No. 117, Section C, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 194,783.53 in lieu of the previous actual payment of $84,980.92 as the total estimated cost of said project, and the sum of $ 101,583.16 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 29th day of July one thousand nine hundred and Thirty-two

M M P. M. McNinch
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE 16—4220

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore.E.F.A.P. 117-H

POST OFFICE BUILDING
PORTLAND, OREG.

August 10, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 11 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

A41n 8963

Oregon Emergency Federal Aid
Project No. 117, Section H.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on March 10, 1931, by the State Highway Commission of Oregon, and on March 30, 1931, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on June 4, 1931, by the said State Highway Commission, and on July 9, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 117, Section H; and

WHEREAS, the plans and specifications previously approved for said Section H provided for the construction of 4.982 miles of road, without surfacing, and one bridge of more than 20 ft. clear span 0.008 of a mile in length, in Lane County, for which the estimate of cost approved was $60,809.09, and $30,404.54 Federal funds were set aside to the credit of said Section H; and

WHEREAS, the construction of said Section H in accordance with the plans and specifications previously approved therefor has been completed, finally inspected, and accepted, at a total cost of

$61,654.02, and voucher in the sum of $30,118.05 has been passed for payment as the share of the Federal Government on said Section H; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section H and a revision of the plans, specifications and estimates approved therefor to provide for the construction of oil treated crushed rock surfacing over its entire length; at an estimated cost of $27,611.76; and by reason thereof has requested that the estimate of cost approved for said Section H be increased from the previous actual cost of $61,654.02 to $89,265.78, and that the Federal funds approved and set aside to the credit of said Section H be increased from the previous actual payment of $30,118.05 to $47,300.84;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section H be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of forty-seven thousand, three hundred and 84/100 dollars ($47,300.84) as the share of the United States payable under said act on account of Section H of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

"(b) By the State, in addition to funds heretofore provided, from funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraphs (c) and (e) of Article III shall read, respectively:

"(c) The Highway Department hereby agrees that, within one year after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon."

"(e) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $85,441.71, Federal Aid $45,496.03; one bridge, actual cost $3,824.07, Federal Aid paid $1,804.81."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section H of said project shall not in any event exceed the sum of forty-seven thousand, three hundred and 84/100 dollars ($47,300.84), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-nine thousand, two hundred sixty-five and 78/100 dollars ($89,265.78), the approved total estimated cost of Section H of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 1st day of July, 1932, and the Secretary of Agriculture on the 29th day of July, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Emergency Federal Aid
Project No. 117, Section H.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Emergency Federal Aid Project No. 117, Section E, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 89,265.78 in lieu of the previous actual payment of $30,118.05 as the total estimated cost of said project, and the sum of $ 47,300.84/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 29th day of July one thousand nine hundred and Thirty-two

R. M. Evans
Acting Secretary of Agriculture.

cms

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. Ore. E.F.A.P. 117-I

POST OFFICE BUILDING
PORTLAND, OREG.

August 10, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 11 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

Apr 9927

Oregon Emergency Federal Aid
Project No. 117, Section I.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 13, 1931, by the State Highway Commission of Oregon, and on June 23, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 117, Section I; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section I to provide for the construction of oil treated crushed rock surfacing over its entire length; and by reason thereof has requested that the estimate of cost approved for said Section I be increased from $123,806.10 to $167,134.66, and that the Federal funds approved and set aside to the credit of said Section I be increased from $64,931.34 to $93,970.84:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section I be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of ninety-three thousand, nine hundred seventy and 24/100 dollars ($93,970.24) as the share of the United States payable under said act on account of Section I of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article I shall read:

"Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State, $73,164.42, of which $41,037.03 may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.); and any portion thereof not provided from such 'Advance Funds' shall be met from State Funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraph (c) of Article III shall read:

"(c) The Highway Department hereby agrees that, within one year after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section I of said project shall not in any event exceed the sum of ninety-three thousand, nine hundred seventy and 24/100 dollars ($93,970.24), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred

sixty-seven thousand, one hundred thirty-four and 66/100 dollars ($167,134.66), the approved total estimated cost of Section I of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 1st day of July, 1932, and the Secretary of Agriculture on the 29th day of July, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Emergency Federal Aid
Project No. 117, Section I.

Form PR. 2—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon
Emergency Federal Aid
for the construction of a highway designated in the records of this Department as Project No. 117, Section I, State of Oregon,

SECOND. That in accordance with said provisions I have approved the sum of $ 167,134.66 in lieu of the $64,931.34 approved by Certificate of June 23, 1931, as the total estimated cost of said project, and the sum of $ 93,970.24/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 31st day of July one thousand nine hundred and Thirty-two

R. M. Evans
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1932 8—4639

July 18, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are today sending, under separate cover, nine copies of contract No. 1328, covering the surfacing of the Doyle Hill-Elmira Section. This work involves Federal Aid Projects Nos. 117-B, 117-E and 117-I.

Copies of a supplemental agreement signed by the contractors for the surfacing work has been included in each of the copies of the contract. This agreement provides for the change in the special provisions as requested in your letter of June 15th, regarding the employment of Oregon labor.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 30, 1932

RECEIVED
JUL 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Probert's June 29, 1932, letter concerning the contracts for Oregon Federal Aid Projects Nos. 117-D, H and I, Doyle Hill-Nimrod section of the McKenzie Highway.

Five copies of statement from the contractor consenting to the change in the special provisions are returned herewith. It is requested that a certified copy of this agreement be inserted in the certified copy of the contracts which were returned to you with our June 15 letter. An ordinary uncertified copy should be included with each of the other copies of the contracts, and all copies thereof returned to this office as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
Sr. Highway Engineer

Encl.

June 30, 1932

RECEIVED
JUL 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Prebert's June 29, 1932, letter concerning the contracts for Oregon Federal Aid Projects Nos. 119-D, E and I, Doyle Hill-Elmrod section of the McKenzie Highway.

Five copies of statement from the contractor consenting to the change in the special provisions are returned herewith. It is requested that a certified copy of this agreement be inserted in the certified copy of the contracts which were returned to you with our June 15 letter. An ordinary uncertified copy should be included with each of the other copies of the contracts, and all copies thereof returned to this office as soon as possible.

Very truly yours,

W. M. LYNCH
District Engineer

By
J. A. Elliott
Sr. Highway Engineer

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 15, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith three copies each of the surfacing contracts and bonds for Oregon Federal Aid Projects No. 117-D, 117-E and 117-I.

We note that the clause pertaining to the employment of Oregon residents has not been modified as requested in our letter of March 5, 1932. Presumably the phrase "other conditions being equal" was included in the contracts as executed, but was inadvertently omitted from the copies sent this office. If this is the case, please make the changes necessary to make these copies correspond to the contracts as executed.

Very truly yours,

Encls.

W. H. LYNCH
District Engineer.

by L. J. Caulfield
L. J. CAULFIELD
Highway Engineer

June 29, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In line with Mr. Caufield's letter of June 17th, in regard to the contract for the surfacing of the Doyle Hill-Elmira Section, Federal Aid Projects Nos. 117-D, 117-H and 117-I, we are submitting herewith five copies of a statement from the Contractors, J. W. & J. R. Hillstrom, consenting to the change in the special provisions of the contract to which Mr. Caufield refers.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

RECEIVED
JUN 28 1932
OREGON
STATE HIGHWAY COMMISSION

CONSENT TO ALTERATION IN PROVISIONS OF CONTRACT

We, J. W. Hillstrom and J. R. Hillstrom, contractors for the surfacing of the Doyle Hill-Wimred Section of the McKenzie Highway (State Highway Contract No. 1328), hereby consent to the following change in the provisions of said contract:

A change whereby the second clause on sheet #18 of the special provisions is made to read as follows:

Oregon Residents To Be Employed:

All persons employed or otherwise engaged in the performance of the work to be done under this contract, except the contractor, his principal subcontractors, the construction superintendents and timekeepers, and such limited number of other key men of the contractor's and subcontractor's organizations as may be approved by the engineer must be residents of the State of Oregon, who have resided within the State continuously during the six months period immediately preceding their employment on the work, provided qualified persons meeting this residence requirement are available and other conditions are equal.

All trucks engaged on the work shall be licensed in the State of Oregon.

Signed this 25th day of June, 1932.

J W Hillstrom

J. R. Hillstrom

John Hillstrom

June 23, 1932.

J. W. and J. R. Hillstrom,
1227 N. 8th Street,
Marshfield, Oregon.

Gentlemen:

In order to satisfy a requirement of the U. S. Bureau of Public Roads, it is necessary that there be added to the second paragraph on sheet No. 18 of the special provisions of your contract for the surfacing of the Doyle Hill-Elmrod Section (Contract No. 1328), the following words:

"and other conditions are equal."

To assist us in this connection, we ask that you kindly sign the enclosed "consent" sheets and return three of them to us. To conform with the original contract, the consent should be signed by J. W. Hillstrom, J. R. Hillstrom and John Hillstrom.

We are sorry to have to trouble you for this, but the change is insisted upon by the Bureau and we must comply with their wishes in the matter. We thank you in advance for your cooperation.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, ORE.

June 17, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Reference is made to telephone conversation between Messrs. Probert and Caufield concerning our June 15th letter with which we returned to you the contracts for Oregon F.A.P. 117-D, H and I.

Mr. Probert contends that the inclusion of the clause "other conditions being equal" is not essential because of the suggested clauses in the April 12th memorandum. The paragraph cited by Mr. Probert refers only to unskilled labor, and also the memorandum in question is dated subsequent to the award and presumably actual execution of the returned contracts. For these reasons it is necessary that the clause "other conditions being equal" be included as requested in our March 5, 1932 letter.

Very truly yours,

W. H. LYNCH
District Engineer.

By L. J. Caufield
L. J. Caufield
Highway Engineer.

RECEIVED
JUN 18 1932
OREGON

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 28, 1932

RECEIVED
JUN 28 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing herewith for signature of the State Highway Commission and return to this office three copies of modification of project agreement for Oregon F.A.P. No. 117-D.

The oil treatment specified for the present construction is considered adequate to protect the base and carry traffic for a period of one year. A heavier bituminous treated wearing surface will be required to serve later traffic. A special clause has therefore been inserted in Article III of the project agreement, obligating the Highway Department to undertake the construction of such surfacing within one year after completion of the present improvement.

It is noted that the contract was awarded on the basis of oil being furnished by the contractor. Evidence should be furnished that this bid is in fact lower than if the oil were furnished by the State.

The cost per mile of completed work as shown in the estimate is based upon the total cost on which Federal Aid was paid. It should be based upon the total actual cost, and the necessary correction has been made.

There is also enclosed one copy each of the approved estimate and specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

Encls.

117-D

June 15, 1933

Mr. W. L. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith two advance copies of special provisions for the Gregg Branch Section and Doyle Hill-Milford Section Rivermount Maximum Project, which work involves Federal Aid Projects No. 163-B, 117-C, 117-G, 117-H and 117-I. Under separate cover, we are sending two blueprint copies of the typical cross-section plan sheet for each of the projects, except No. 117-C. The additional prints required and estimates for the work will be sent tomorrow.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

June 18, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of June 13th, regarding the total cost for the bituminous macadam and oiling work to be done on Projects Nos. 117-B, G, H, I, based on the low bid for this work under alternate "B", the total cost of the project, based on this alternate, is as set forth below:

	Asphalt per Ton	Cut-back per Ton	No. 3 Oil per Ton
Cost F. O. B. Bay District	$ 7.00	$ 6.86	$ 6.37
Freight to Springfield	7.70	7.70	7.70
Cost to State	$14.70	$14.56	$14.07

Amount of Low Bid (Alternate "B") $ 23,260.00
Total Cost to State for Bituminous
Comments
500 Tons Asphalt at $14.70 7,350.00
310 Tons No. 3 Oil at $14.07 4,361.70
90 Tons Cut-back at $14.56 1,310.40
Total Cost of Project $ 36,282.10

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

June 14, 1932

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

The estimates dated May 31st for Oregon Federal Aid Project No. 117-G, Hendricks Bridge, Doyle Hill Section of McKenzie Highway, 6.627 miles of bituminous macadam, are today being recommended for approval.

The estimate is based on the contract awarded to J. C. Compton, on the basis of alternate "A", which requires the contractor to furnish asphalt. This appears to be the low bid, if a reasonable allowance is made for the purchase price of asphalt. In order to complete the record on this point, and establish definitely that the low bid was accepted, information regarding the cost of asphalt f.o.b. the project should be submitted.

Very truly yours,

W. H. LYNCH
District Engineer.

June 4, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Gate Creek-Bridge Section, Project No. 117-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department. Project No. 137-D.

GATE CREEK BRIDGE EXTENSION

IN THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, May 31, 1932.

Final Quantities as Shown by Final Voucher

Roadway

Engineer's Final Estimate	$ 5,727.97
Engineering and Contingencies	302.71
Total	$ 6,030.68

Structure

Engineer's Final Estimate	$16,348.83
Engineering and Contingencies	2,361.64
Total	$18,710.47

Cost on which Federal Aid was Computed:

Roadway	$ 6,300.76
Structure	17,543.21
	$23,843.97

Federal Aid Paid:

Roadway	$ 3,920.96
Structure	10,917.14
	$14,838.10

Length of Roadway	0.601	miles
" " Structure	.034	"
" " Project	0.635	"

Cost per mile roadway	$10,483.79
Federal Aid paid per mile roadway	6,524.05
Federal Aid per mile, allowable on new work,- $18,669.00 - $6,524.05 =	$12,144.95

Cuba Creek Bridge Section - 2.

NEW WORK - ROADWAY

Subbase (Contract Prices)

250 cu. yds.	Broken Stone in Sub-base	$ 1.00	$ 250.00
500 cu. yds.	" " " Base	1.00	500.00
700 cu. yds.	Coarse Broken Stone in Top Course	1.00	700.00
110 cu. yds.	Key Materials in Top Course	1.00	110.00
180 cu. yds.	Screenings in Top Course	1.00	180.00
3,000 yd. mi.	Hauling Broken Stone, Truck Measure	0.11	330.00
400 cu. yds.	Talus or Gravel Shoulders	0.40	160.00
400 yd. mi.	Hauling Shoulder Materials	0.11	44.00
90 cu. yds.	Filler	0.30	27.00
90 yd. mi.	Filler Haul	0.11	9.90
90 M.Gal.	Sprinkling	1.90	189.00
0.1 mile	Scarifying and Fine Grading	100.00	10.00
70 cu. yds.	3/4" - 1/2" Broken Stone in Stockpile	1.00	70.00
40 cu. yds.	1/2" - 0" " " " "	1.00	40.00
150 yd. mi.	Hauling Broken Stone, Pile Measure	0.11	16.50
			$ 2,490.40

Oil Mat Surface Treatment (Contract Prices)

0.6 mile	Preparation of Base, Unit #2	$75.00	$ 45.00
110 cu. yds.	Placing Mineral Aggregate, Unit #2	1.10	121.00
180 yd. mi.	Hauling Mineral Aggregate	0.15	27.00
10 tons	No. 3 Road Oil in Place	20.20	202.00
			$ 395.00
			$ 3,085.40
		10% Engr. & Cont.	308.54
		Total	$3,393.94

Cost per mile, new work $5,647.15

Federal Aid Requested at 62.23% $2,112.04

REMARK

Item	Total Work	Federal Aid	State Funds
New Work			
Roadway	$ 3,393.94	$ 2,112.04 (62.23%)	$ 1,281.90
Old Work			
Roadway	8,038.68	3,920.96	4,117.72
Bridge	18,710.47	10,914.14	7,796.33
Totals, Roadway	$ 11,432.62	$ 6,033.00	$ 5,399.62
Totals, All Work	$ 30,143.09	$ 16,950.14	$13,192.95

State funds for Construction, Chapter 175, Laws of 1917; Chapter 31, Laws of 1910.

State funds for Maintenance, Chapter 41, Laws of 1927.

Oregon State Highway Department — Project No. 117-B

[illegible]

[illegible]

(Estimate with oil mat surface treatment specifications. Not on basis for modified agreement.)

Salem, Oregon, April 19, 1932.

Final Quantities as Shown by Final Voucher

Roadway

Engineer's Final Estimate	$ 5,727.97
Engineering and Contingencies	2,510.71
Total.....	$ 8,238.68

Structure

Engineer's Final Estimate	$16,349.83
Engineering and Contingencies	2,361.64
Total.....	$18,710.47

Cost on which Federal Aid was computed:

Roadway	$ 6,300.78
Structure	17,345.21
	$23,645.97

Federal Aid Paid:

Roadway	$ 5,320.96
Structure	10,917.14
	$16,238.10

Length of Roadway	0.601 miles	
" " Structure	.304 "	.034
" " Project	0.855 "	

Cost per mile roadway	$10,483.79
Federal Aid paid per mile roadway	6,324.06

Federal Aid per mile, allowable on new work, -
$18,669.00 - $6,324.06 = $12,144.94

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Gate Creek Bridge Section - 2.

New Work - Surfacing

250	cu. yds.	Broken Stone in Subbase	$ 1.00	$ 250.00
250	"	Broken Stone in Base	1.00	250.00
700	"	Coarse Broken Stone in Top Course	1.30	910.00
110	"	Key Materials in Top Course	1.40	154.00
100	"	Screenings in Top Course	1.40	140.00
3,000	yds. mls.	Hauling Broken Stone, Truck Haul.	0.10	300.00
400	cu. yds.	Sand or Gravel Shoulders	0.70	280.00
400	yds. mls.	Hauling Shoulder Materials	0.12	48.00
90	cu. yds.	Filler	0.40	36.00
90	yds. mls.	Hauling Filler	0.11	10.00
75	M.Gal.	Sprinkling	3.00	240.00
0.1	mile	Scarifying and Fine Grading	300.00	30.00
70	cu. yds.	3/4" - 1/2" Mats. in Stock Pile	1.00	70.00
40	"	1/2" - 1/4" " " " "	1.00	40.00
150	yds. mls.	Hauling Broken Stone, Pile Haul.	0.11	16.50
4,700	[illegible]	Oil Treatment	0.054	254.00
				$ 3,449.50
		10% Engr. & Cont.		344.95
		Total.....		$ 3,794.45

Cost per mile, new work $ 6,312.82
Federal Aid Requested at 62.23% 2,361.01

SUMMARY

Item	Total Cost	Federal Aid Funds	State Funds
New Work			
Roadway	$ 3,794.01	$ 2,361.01 (62.23%)	$ 1,433.00
Old Work			
Roadway	8,038.68	3,920.96	4,117.72
Structure	18,716.47	10,917.14	7,799.33
Totals, Roadway	$11,832.69	6,281.97	5,550.72
Totals, All Work	$30,549.16	$17,199.11	$13,350.05

June 8, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Hendricks Bridge-Doyle Hill Section, Project No. 117-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department — Project No. 117-G (Reapp.)

REDMOND BRIDGE-DOYLE HILL SECTION

OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, May 31, 1938.

Final Quantities as Shown by Final Vouchers

ROADWAY:

Agreement Estimate	$113,963.88
Engineering and Contingencies	8,297.00
Overruns	31,429.95
Total	$153,691.83

BRIDGE:

Agreement Estimate	$ 13,455.00
Engineering and Contingencies	401.57
Overruns	556.30
Total	$ 14,412.87

Cost on which Federal Aid was computed:

Roadway	$125,361.71
Bridge	14,412.87
	$139,774.58

ROADWAY:

Federal Aid Paid	$ 76,011.81
Emergency Advance Funds Paid	2,750.25
	$ 78,762.06

BRIDGE:

Federal Aid Paid	$ 8,969.11
	$ 87,731.17

Total length of project	9.737	miles
Length of non-participating roadway	3.082	"
Length of one bridge	0.028	"
Net length of participating roadway	6.627	"

Cost per mile, Roadway	$ 23,191.76
Federal Aid paid per mile, Roadway	$ 11,470.01

KEE HOWE - ROADWAY

BITUMINOUS MACADAM AGGREGATE (Contract 1234)

3,270	cu. yds.	2" - 1" Metls. in Stockpile	$1.80	$ 3,924.00
650	"	1" - 1/2" " " "	1.25	812.50
1,100	"	1/2" - 1/4" Metls. in Stockpile	1.35	1,485.00
11,000	yd. mls.	Hauling Broken Stone, Pile Mose,	0.16	1,760.00
				$ 7,981.50

CONSTRUCTING BITUMINOUS MACADAM WEARING SURFACE (Contract Prices)

6.6	miles	Preparation of Base, Unit No. 1	50.00	$ 330.00
5,520	cu. yds.	Placing Mineral Aggregate, Unit No.1	1.15	6,348.00
8,800	yd. mi.	Hauling Mineral Aggregate	0.15	1,320.00
360	tons	Asphalt in Place	19.70	7,092.00
60	tons	Emulsified Asphalt, or Cut-back Asphalt in Seal Coat	19.70	1,182.00
				$ 16,272.00

24,253.50

10% Engr. & Cont.- - - - - - 2,425.35

Total- - - - - - - - - - - - $26,678.85

Net length of participating new work 6.627 miles

Cost per mile $4,025.78

Federal Aid per mile, allowable on new work:

$18,669.00 - $11,470.01 = $7,198.99

Federal Aid Requested on new work at 62.5% $16,602.24

SUMMARY

Item	Total Cost	Federal Aid		Advance Funds	State Funds
Roadway					
Old Work	$153,691.83	$76,011.81		$2,750.25	$ 74,929.77
New Work	26,678.85	16,602.24	(62.23%)	- -	10,076.61
	$180,370.68	$92,614.05		$2,750.25	$ 85,006.38
Bridge					
Old Work	$ 14,412.85	$ 8,969.11		- -	5,443.74
Totals, all work	$194,783.53	$101,583.16		$2,750.25	$ 90,450.12

Non-Participating Work (Sta. 76+04 = 3628 to Sta. 141+36.2 = 911+63.8)

Bituminous Macadam Aggregate

1,300	cu. yds.	2" - 1" Materials in Stockpile	$1.20	$ 1,560.00
250	"	1" - 1/2" Materials in Stockpile	1.25	312.50
430	"	1/2" - 1/4" Materials in Stockpile	1.35	580.50
4,300	"	Hauling Broken Stone (Truck Measure)	0.16	688.00
				$ 3,141.00

Constructing Bituminous Macadam Wearing Surface

2.6	miles	Preparation of Base, Unit No. 1	50.00	130.00
2,180	cu. yds.	Placing Mineral Aggregate, Unit No. 1	1.15	2,507.00
3,490	yd. mi.	Hauling Mineral Aggregate	0.15	523.50
140	tons	Asphalt in Place	19.70	2,758.00
30	tons	Emulsified Asphalt or Cut-back Asphalt in Seal Coat	19.70	591.00
				$ 6,509.50

Non-Participating Work (Sta. 1113+20 to 1138+00)

Oil Mat Surface Treatment

60	cu. yds.	3/4" - 1/2" Matls. in Stockpile (Contract 1328)	1.00	60.00
30	"	1/2" - 1/4" Matls. in Stockpile (Contract 1328)	1.00	30.00
100	yd. mi.	Hauling Broken Stone, Pile Measure (Contract 1328)	0.11	11.00
				$ 101.00

.5	mile	Preparation of Base, Unit No. 2	$75.00	$ 37.50
90	cu. yds.	Placing Mineral Aggregate, Unit No. 2	1.10	99.00
150	yd. mi.	Hauling Mineral Aggregate	0.15	22.50
10	tons	No. 2 Road Oil in Place	20.00	[illegible]
				$ [illegible]

State funds for construction: Chapter 173, Laws of 1917; Chapter 31, Laws of 1923.

State funds for Maintenance, Chapter 41, Laws of 1927.

Oregon State Highway Department — Project No. 117-A (Resp.)

HENDRICKS BRIDGE-BUELL HILL SECTION

OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate with specifications for bituminous macadam wearing surface. Not as basis for modified agreement.)

Salem, Oregon, April 21, 1932.

Final Quantities as Shown by Final Measurement

ROADWAY:

Agreement Estimate	$115,963.01
Engineering and Contingencies	8,297.00
Overruns	11,[illegible]
Total	$135,871.63

BRIDGE:

Agreement Estimate	$ 13,[illegible]
Engineering and Contingencies	401.57
Overruns	550.28
Total	$ 14,412.85

Cost on which Federal Aid was computed:

Roadway	$123,861.61
Bridge	14,412.85
	$138,774.56

ROADWAY:

Federal Aid Paid	$ 76,011.81
Emergency Advance Funds Paid	2,750.25
	$ 78,762.06

BRIDGE:

Federal Aid Paid	$ 8,989.11
	$ 87,751.17

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Total length of project	9.737	miles
Length of non-participating roadway	3.062	"
" " over bridge	0.048	"
Net length of participating roadway	6.627	"

Cost per mile, roadway $25,181.78
Federal Aid paid per mile, roadway $11,470.01

NEW YORK - BROADWAY

BITUMINOUS MACADAM AGGREGATE: (Contract 1234)

5,570 cu. yds.	2" - 1" Matls. in Stockpile	$ 1.30	$5,924.00
650 cu. yds.	1" - 1/2" " " "	1.25	812.50
1,100 cu. yds.	1/2" - 1/4" Matls. in Stockpile	1.55	1,465.00
11,000 yd. mi.	Hauling Broken Stone, Pile Mean.	0.16	1,760.00
			$7,961.50

CONSTRUCTING BITUMINOUS MACADAM WEARING SURFACE (Estimated Prices)

6.6 miles	Preparation of Base (Unit 1)	$50.00	$ 330.00
5,520 cu. yds.	Placing Mineral Aggregate (Unit 1)	1.10	6,072.00
8,800 yd. mi.	Hauling Mineral Aggregate	0.18	1,584.00
380 tons	Asphalt in Place	21.00	7,980.00
60 tons	Hauls. Asphalt, or Cut-back Asphalt in Seal Coat	21.00	1,260.00
			$16,826.00
			$24,787.50
	10% Engr. & Cont.		2,478.74
	Total		$27,266.24

Net length of participating bituminous macadam project 6.627 miles

Cost per mile $4,114.41

Federal Aid per mile, allowable on new work:

$18,669.00 - $11,470.01 = $7,198.99

Federal Aid Requested on new work at 62.23% $16,967.76

SUMMARY

Item	Total Cost	Fed. Aid Funds	Reservoir Advance Funds	State Funds
ROADWAY:				
Old Work	$153,681.82	$76,011.61	$ 2,750.25	$74,929.77
New Work	27,286.24	16,967.78	--	10,318.46
	$180,968.07	$92,979.39	$ 2,750.25	$85,248.23
BRIDGE:				
Old Work	$ 14,412.85	$ 8,969.11	--	$ 5,443.74
Totals, all work	$195,370.92	$101,948.70	$ 2,750.25	$90,671.97

NON-PARTICIPATING WORK (Sta. 764 + 04 = 5 + 39 To Sta. 141 + 56.2 = 911 + 81.8)

BITUMINOUS MACADAM AGGREGATE

1,200 cu. yds.	2" - 1" Matls. in Stockpile	$1.20	$ 1,680.00
250 cu. yds.	1" - 1/2" Matls. in Stockpile	1.25	312.50
450 cu. yds.	1/2" - 1/4" Matls. in Stockpile	1.35	580.50
4,300 yd. mi.	Hauling Broken Stone (Tr. Meas.)	0.16	688.00
			$ 3,141.00

CONSTRUCTING BITUMINOUS MACADAM WEARING SURFACE

2.6 miles	Preparation of Base, (Unit 1)	$50.00	$ 130.00
2,180 cu. yds.	Placing Mineral Aggregate (Unit 1)	1.10	2,398.00
3,490 yd. mi.	Hauling " " "	0.18	628.20
140 tons	Asphalt in Place	21.00	2,940.00
30 tons	Emuls., or Cut-back Asphalt in Seal Coat	21.00	630.00
			$ 6,726.30

NON-PARTICIPATING WORK (Sta. 1115 + 20 to Sta. 1158 + 00)

OIL MAT SURFACE TREATMENT

80 cu. yds.	3/4" - 1/2" Matls. in Stockpile (Contr. 1828)	$ 1.00	$ 80.00
50 cu. yds.	1/2" - 1/4" Matls. in Stockpile (Contr. 1828)	1.00	50.00
100 yd. mi.	Hauling Broken Stone (File Meas) (Contr. 1828)	0.11	11.00

				$ 101.00
.6 miles	Preparation of Base (Unit 2)	$75.00	(Est.)	37.50
90 cu. yds.	Placing Mineral Aggregate	1.10		99.00
150 yd. mi.	Hauling " "	0.18		27.00
10 tons	No. 5 Oil in Place	21.00		210.00
				$474.50

June 8, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Doyle Hill-Gate Creek Section, Project No. 117-H.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department — Project No. 117-E

DIXIE HILL-GATE CREEK SECTION

OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, June 1st, 1932.

Final Quantities as shown by Final Vouchers

Roadway

Agreement Estimate	$ 51,478.62
Engineering and Contingencies	4,168.60
Overruns	2,180.73
Total.....	$ 57,829.95

Bridge

Engineer's Final Estimate	$ 3,281.48
Engineering and Contingencies	542.59
Total.....	$ 3,824.07

Total Cost on which Federal Aid was computed:

Roadway	$ 56,626.48
Bridge	3,824.07
	$ 60,450.55

Roadway

Federal Aid Funds Paid	$ 28,313.24
Emergency Advance Funds paid	28,313.24
	$ 56,626.48

Bridge

Federal Aid Funds Paid	$ 1,804.81
Emergency Advance Funds Paid	2,019.26
	$ 3,824.07

Length of roadway		4.982 miles
Length of Indian Creek Bridge	46.0 ft.	
Length of 1 Bridge (non-participating)	57.5 ft.	
	103.5 ft.	.019 miles
Total length of project		5.001 miles

Cost per mile, roadway $11,607.77

Federal Aid paid per mile, roadway $ 5,663.10

NEW WORK - ROADWAY

Surfacing (Contract Prices)

2,600	cu. yds.	Broken Stone in Sub-base	$ 1.00	$ 2,600.00
4,200	cu. yds.	Broken Stone in Base	1.00	4,200.00
3,000	cu. yds.	Coarse Broken Stone in Top Course	1.00	3,000.00
600	cu. yds.	Key Materials in Top Course	1.00	600.00
1,400	cu. yds.	Screenings in Top Course	1.00	1,400.00
30,200	yd. mi.	Hauling Broken Stone, Truck Measure	0.11	3,322.00
3,160	cu. yds.	Sand or Gravel Shoulders	0.40	1,264.00
3,160	yd. mi.	Hauling Shoulder Materials	0.11	347.60
700	cu. yds.	Filler	0.30	210.00
700	yd. mi.	Filler Haul	0.11	77.00
990	M-Gal.	Sprinkling	2.50	775.00
.7	mile	Scarifying and Fine Grading	100.00	70.00
520	cu. yds.	3/4" - 1/2" Broken Stone in Stockpile	1.00	520.00
260	cu. yds.	1/2" - 1/4" " " " "	1.00	260.00
1,000	yd. mi.	Hauling Broken Stone, Pile Measure	0.11	110.00
				$21,855.60

Oil Mat Surface Treatment (Contract Prices)

5.0	miles	Preparation of Base, Unit #2	$ 75.00	$ 375.00
780	cu. yds.	Placing Mineral Aggregate, Unit #2	1.10	858.00
1,300	yd. mi.	Hauling Mineral Aggregate	0.15	195.00
90	tons	No. 3 Road Oil in Place	20.20	1,818.00
				$3,246.00
				25,101.60
		10% Engr. & Cont.		2,510.16
		Total		$27,611.76

Cost per mile, new work $5,542.31

Federal Aid per mile allowable on new work -
$18,669.00 - $5,683.10 = $12,985.90

Federal Aid Requested at 62.23% $17,182.79

REMARK

Item	Total Work	Federal Aid	Advance Funds	State Funds
New Work				
Roadway	$27,611.76	$17,182.79	- - -	$10,428.97
Old Work				
Roadway	57,829.95	28,313.24	$28,313.24	1,203.47
Bridge	3,824.07	1,804.81	2,019.26	- - -
Totals, Roadway	$85,441.71	$45,496.03	$28,313.24	$11,632.44
Totals, All Work	$89,265.78	$47,300.84	$30,332.50	$11,632.44

State funds for Constr.: Chapter 175, Laws of 1917; Chap. 31, Laws of 1920.

State funds for Maint.: Chapter 41, Laws of 1927.

Oregon State Highway Department — Project No. 117-H

DOLLY JUMP—GATE CREEK SECTION

OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate with oil mat surface treatment specifications. Not as basis for modified agreement).

Salem, Oregon, April 19, 1932.

Final Quantities as shown by Final Voucher

Roadway

Agreement Estimate	$ 51,478.62
Engineering and Contingencies	4,168.60
Overruns	2,182.73
Total.....	$ 57,829.95

Bridge

Engineer's Final Estimate	$ 3,281.48
Engineering and Contingencies	542.59
Total.....	$ 3,824.07

Total Cost on which Federal Aid was computed:

Roadway	$ 56,626.48
Bridge	3,824.07
	$ 60,450.55

Roadway

Federal Aid Funds Paid	$ 28,313.24
Emergency Advance Funds paid	28,313.24
	$ 56,626.48

Bridge

Federal Aid Funds Paid	$ 1,804.81
Emergency Advance Funds Paid	2,019.26
	$ 3,824.07

Length of roadway		4.982 miles
" " Indian Creek Bridge	46.0 ft.	
" " 1 Bridge (non-participating)	57.5 ft.	
	103.5 ft.	.019 miles
Total length of project		5.001 miles

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Cost per mile, roadway $ 11,607.77

Federal Aid paid per mile, roadway $ 5,683.10

NEW WORK - ROADWAY

Surfacing (Contract Prices)

2,600	cu. yds.	Broken Stone in Sub-base	$1.00	$ 2,600.00
4,200	" "	" " " Base	1.00	4,200.00
5,800	" "	Coarse Broken Stone in Top Course	1.00	5,800.00
880	" "	Key Materials in Top Course	1.00	880.00
1,400	" "	Screenings in Top Course	1.00	1,400.00
30,200	yd. mi.	Hauling Broken Stone, Truck Measure	0.11	3,322.00
3,160	cu. yds.	Talus or Gravel Shoulders	0.40	1,264.00
3,160	yd. mi.	Hauling Shoulder Materials	0.11	347.60
700	cu. yds.	Filler	0.30	210.00
700	yd. mi.	Filler Haul	0.11	77.00
530	M-Gal.	Sprinkling	1.50	795.00
.7	Mile	Scarifying and Fine Grading	100.00	70.00
520	cu. yds.	3/4" - 1/2" Broken Stone in Stockpile	1.00	520.00
260	" "	1/2" - 1/4" " " " "	1.00	260.00
1,000	yd. mi.	Hauling Broken Stone, Pile Measure	0.11	110.00
				$ 21,853.60

Oil Mat Surface Treatment (Estimated Prices)

5.0 miles	Preparation of Base, Unit #2	75.00	$ 375.00
780 cu. yds.	Placing Mineral Aggregate, Unit #2	1.10	858.00
1,300 yd. mi.	Hauling Mineral Aggregate	0.18	234.00
90 tons	No. 3 Road Oil in Place	21.00	1,890.00
			$ 3,357.00

	$ 25,212.60
10% Engr. & Cont.	2,521.26
Total- - - - - - - - -	$ 27,733.86

Cost per mile, new work $5,566.81

Federal Aid per mile allowable on new work, -
$18,669.00 - $5,683.10 = $12,985.90

Federal Aid Requested at 62.23% $17,258.78

SUMMARY

Item	Total Work	Tot. All Funds	Necessary Advance Funds	State Funds
New Work				
Roadway	$27,733.86	$17,258.78	$ --	$10,475.08
Old Work				
Roadway	37,829.95	28,313.24	28,313.24	1,203.47
Bridge	3,824.07	1,804.81	2,019.26	-- --
Totals, Rdwy.	$65,563.81	$45,572.02	$28,313.24	$11,678.55
Totals, All Work	$69,387.88	$47,376.83	$30,332.50	$11,678.55

Oregon State Highway Department — Project No. 117-E

[redacted]

[redacted]

(Installed with specifications. Not as basis for modified agreements.)

Salem, Oregon, Feb. 24, 1932.

Final Quantities as given by Final Estimate

Roadway

Agreement Estimate	$ 35,470.48
Engineering and Contingencies	1,155.60
Overruns	2,182.75
Total.....	$ 37,809.83

Bridge

Engineer's Final Estimate	$ 3,571.41
Engineering and Contingencies	252.66
Total.....	$ 3,824.07

Total Cost on which Federal Aid was computed:

Roadway,	$ 56,626.48
Bridge,	3,824.07
	$ 60,450.55

Roadway

Federal Aid Funds Paid	$ 28,313.24
Emergency Advance Funds paid	28,313.24
	$ 56,626.48

Bridge

Federal Aid Funds Paid	$ 1,804.81
Emergency Advance Funds Paid	2,019.26
	$ 3,824.07

Length of roadway			4.988 miles
" "	Indian Creek Bridge	46.0 ft.	
" "	1 Bridge (non-participating)	57.5 ft.	
		103.5 ft.	.020 "
Total length of project			5.008 miles

(A)

Cost per mile, roadway $ 11,607.77

Federal Aid paid per mile, roadway 5,683.10

New Bank - Roadway

Roadway

2,600	cu. yds.	Broken Stone in Sub-base	$ 1.00	$ 2,600.00
4,280	"	" " " Base	1.00	4,280.00
5,880	"	Coarse Broken Stone in Top Course	1.30	7,540.00
880	"	Key Materials in Top Course	1.40	1,232.00
1,400	"	Screenings in Top Course	1.40	1,960.00
30,980	yds. mi.	Hauling Broken Stone, Truck Haul.	0.10	3,098.00
3,160	cu. yds.	Loam or Gravel Shoulders	0.50	1,580.00
3,160	yds. mi.	Hauling Shoulder Material	0.12	379.20
700	cu. yds.	Filler	0.40	280.00
700	yds. mi.	Filler Haul	0.12	84.00
530	M-Gal.	Sprinkling	2.00	1,060.00
.7	mile	Scarifying and Fine Grading	300.00	210.00
520	cu. yds.	3/4" - 1/2" Brok. Stone in Stk.Pile	1.00	520.00
260	"	1/2" - 1/4" " " " " "	1.00	260.00
1,000	yds. mi.	Hauling Broken Stone, Pile Measure	0.11	110.00
53,000	sq. yds.	Oil Treatment	0.06	2862.00
				$ 27,897.20

10% Engr. & Contingencies 2789.72

Total - - - - - - - - - - $ 30,686.92

Cost per mile, new work $ 6,397.46 6157.55

Federal Aid per mile allowable on new work

$ 18,669.00 - $ 5,683.10 = $ 12,985.90

Federal Aid requested at 62.23% $ 19,909.69 19096.47

SUMMARY

Item	Total Cost	Federal Aid Funds	Borrowed Advance Funds	State Funds
New Bank	30,686.92	19096.47		11,590.45
Roadway	$ 31,993.78	$19,909.69 (62.23%)	$	$12,084.09
Old Bank				
Roadway	57,829.93	28,313.24	28,313.24	1,203.47
Bridge	3,824.07	1,864.81	2,018.26	
	83 516.87	47,409.71		12,793.92
Totals, Roadway	$ 89,823.67	$48,222.93	$ 28,313.24	$13,287.56
Totals, All Work	$93,647.74	$50,027.74	$ 30,331.50	$13,287.56
	92,340.94	49,214.52		12793.92

Oregon State Highway Department — Project No. 117-H

DOUBLE MILL-GATE STONE SECTION OF

THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate with specifications. Not as basis for notified agreements)

Salem, Oregon, Feb. 24, 1932.

Final Quantities as shown by Final Voucher

Roadway

Agreement Estimate	$ 32,478.62
Engineering and Contingencies	4,168.60
Overruns	[illegible]
Total.....	$ 36,829.93

Bridges

Engineer's Final Estimate	$ 3,281.42
Engineering and Contingencies	[illegible]
Total.....	$ 3,824.07

Total Cost on which Federal Aid was computed:

Roadway,	$ 36,626.48
Bridge,	3,824.07
	$ 60,450.55

Roadway

Federal Aid Funds Paid	$ 18,313.24
Emergency Advance Funds paid	18,313.24
	$ 36,626.48

Bridges

Federal Aid Funds Paid	$ 1,804.82
Emergency Advance Funds Paid	2,019.25
	$ 3,824.07

Length of roadway			4.982 miles
" "	Indian Creek Bridge	46.0 ft.	
" "	1 Bridge (non-participating)	57.5 ft.	
		103.5 ft.	.019 "
Total length of project			5.001 miles

Doyle Hill-Gate Creek

Cost per mile, roadway $ 11,007.77

Federal Aid paid per mile, roadway 5,668.10

New Work - Roadway

Surfacing

2,000	cu. yds.	Broken Stone in Sub-base	$ 1.00	$ 2,000.00
4,200	"	" " " Base	1.00	4,200.00
5,200	"	Coarse Broken Stone in Top Course	1.50	7,560.00
880	"	Key Materials in Top Course	1.40	1,232.00
1,400	"	Screenings in Top Course	1.40	1,960.00
30,300	yd. mi.	Hauling Broken Stone, Truck Haul	0.10	3,030.00
2,160	cu. yds.	Talus or Gravel Shoulders	0.60	1,296.00
3,160	yd. mi.	Hauling Shoulder Material	0.18	570.00
700	cu. yds.	Filler	0.40	280.00
700	yd. mi.	Filler Haul	0.12	84.00
550	M-Gal.	Sprinkling	2.00	1,000.00
.7	mile	Scarifying and Fine Grading	300.00	210.00
520	cu. yds.	3/4" - 1/2" Brok. Stone in Stk. Pile	1.00	520.00
200	"	1/2" - 1/4" " " " " "	1.00	200.00
1,000	yd. mi.	Hauling Broken Stone, Pile Measure	0.11	110.00
55,000	sq. yd.	Oil Treatment	0.04	2,200.00
				$ 27,827.00
		10% Engr. & Contingencies		2,782.72
		Total		$ 30,609.72

Cost per mile, new work $ 6,159.55

Federal Aid per mile allowable on new work

$ 18,669.00 - $ 5,668.10 = $ 12,985.90

Federal Aid requested at 62.23% $ 19,096.47

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advances Funds	State Funds
New Work				
Roadway	$ 30,686.92	$19,096.47 (62.23%)	$	$ 11,590.45
Old Work				
Roadway	37,829.95	28,313.24	28,313.24	1,203.47
Bridge	3,824.07	1,804.81	2,019.26	- -
Totals, Roadway	$ 68,516.87	$47,409.71	$28,313.24	$ 12,793.92
Totals, All Work	$ 72,340.94	$49,214.52	$30,332.50	$ 12,793.92

June 8, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Gate Creek-Elmira Section, Project No. 117-I.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dist. by J. W. Nash/EH.

encl.

Oregon State Highway Department — Project No. 117-E

SALT CREEK-HUMBUG SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, June 1st, 1932.

Grading (Contract Prices)

All Required		Clearing and Grubbing			$ 12,000.00
110,000	cu. yds.	Common Excavation		$ 0.24	26,400.00
60,000	" "	Solid Rock Excavation		0.84	50,400.00
165,000	yd. sta.	Overhaul		0.02	3,300.00
45,000	yd. mi.	Truck Haul		0.20	9,000.00
60	cu. yds.	Cement Rubble Masonry		12.00	720.00
130	" "	Class "A" Concrete		22.00	2,860.00
10,000	lbs.	Metal Reinforcement		0.05	500.00
300	lin. ft.	12" Concrete Pipe		1.15	345.00
1,800	" "	18" " "		2.25	4,050.00
60	" "	24" " "		3.05	183.00
110	" "	30" " "		4.75	522.50
250	" "	36" " "		6.25	1,562.50
120	" "	12" Corr. Galv. Iron Pipe		1.15	138.00
140	" "	18" " " " "		2.00	280.00
30	" "	24" " " " "		3.00	90.00
			Sub-total		$ 119,551.00

Surfacing (Contract Prices)

3,000	cu. yds.	Broken Stone in Sub-base	1.00	$ 3,000.00
6,850	" "	Broken Stone in Base	1.00	6,850.00
9,400	" "	Coarse Broken Stone in Top Course	1.00	9,400.00
1,420	" "	Key materials in Top Course	1.00	1,420.00
2,280	" "	Screenings in Top Course	1.00	2,280.00
48,900	yd. mi.	Hauling Broken Stone, Truck Measure	0.11	5,379.00
5,120	cu. yds.	Talus or Gravel Shoulders	0.40	2,048.00
5,120	yd. mi.	Hauling Shoulder Materials	0.11	563.20
1,140	cu. yds.	Filler	0.30	342.00
1,140	yd. mi.	Hauling Filler	0.11	125.40
850	M-Gal.	Sprinkling	1.50	1,275.00
1.1	Miles	Scarifying and Fine Grading	100.00	110.00
860	cu. yds.	3/4" - 1/2" Broken Stone in Stockpile	1.00	860.00
430	" "	1/2" - 1/4" Broken Stone in Stockpile	1.00	430.00
1,250	yd. mi.	Hauling Broken Stone, Pile Measure	0.11	137.50
				$ 34,220.10

Oil Mat Surface Treatment (Contract Prices)

8.1	miles	Preparation of Base, Unit No. 2	$75.00	$ 607.50
1,290	cu. yds.	Placing Mineral Aggregate, Unit No. 2	1.10	1,419.00
2,100	yd. mi.	Hauling Mineral Aggregate	0.15	315.00
149	tons	No. 3 Road Oil in Place	20.00	[illegible]
				3,169.50
				$151,940.60
			10% Engr. & Cont.	15,194.06
			Total- - - - - -	$167,134.66

Length of Project 8.101 miles.
Cost per mile $20,631.36

SUMMARY

Item	Total Cost	Federal Aid	Advances Funds	State Funds
Work done prior to Aug. 31, 1931.	$ 82,074.07	$41,037.04 (50%)	$41,037.03	$ --
Work done subsequent to Aug. 31, 1931.	85,060.59	52,933.20 (62.23%)	--	32,127.39
	$167,134.66	$ 93,970.24	$41,037.03	$ 32,127.39

Oregon State Highway Department — Project No. 117-2

JACK CREEK-MINOR SECTION

OF THE Redmond-Sisters-Bend No. XI LANE COUNTY

Salem, Oregon, April 15, 1932.

(Estimate to accompany oil mat surface specifications. Not as basis for modified agreement.)

Grading (Contract Prices)

All Required					
110,000	cu. yds.	Clearing and Grubbing			$ 12,200.00
60,000	" "	Common Excavation		$0.24	25,400.00
165,000	yd. sta.	Solid Rock Excavation		0.84	50,400.00
45,000	yd. mi.	Overhaul		0.02	3,300.00
60	cu. yds.	Truck Haul		0.20	9,000.00
130	" "	Cement Rubble Masonry		12.00	780.00
10,000	lbs.	Class "A" Concrete		22.00	2,860.00
300	lin. ft.	Metal Reinforcement		0.05	500.00
1,800	" "	12" Concrete Pipe		1.15	345.00
60	" "	18" " "		2.25	4,050.00
110	" "	24" " "		3.00	183.00
250	" "	30" " "		4.75	522.50
128	" "	36" " "		6.25	1,562.50
140	" "	12" Corr. Galvanized Iron Pipe		1.15	138.00
30	" "	18" " " " "		2.00	280.00
		24" " " " "		3.00	90.00
			Sub-total		$112,551.00

Surfacing (Contract Prices)

3,000	cu. yds.	Broken Stone in Sub-base	1.00	$ 3,000.00
6,850.	" "	" " " Base	1.00	6,850.00
9,400	" "	Coarse Broken Stone in Top Course	1.00	9,400.00
1,420	" "	Key materials in Top Course	1.00	1,420.00
2,200	" "	Screenings in Top Course	1.00	2,200.00
48,900	yd. mi.	Hauling Broken Stone, Truck Haul	0.11	5,379.00
5,120	cu. yds.	Talus or Gravel Shoulders	0.40	2,048.00
5,120	yd. mi.	Hauling Shoulder Materials	0.11	563.20
1,140	cu. yds.	Filler	0.30	342.00
1,140	yd. mi.	Hauling Filler	0.11	125.40
850	M-Gal.	Sprinkling	1.50	1,275.00
1.1	Miles	Scarifying and Fine Grading	100.00	110.00
860	cu. yds.	3/4" - 1/2" Broken Stone in Stockpile	1.00	860.00
430	" "	1/2" - 1/4" Broken Stone in Stockpile	1.00	430.00
1,250	yd. mi.	Hauling Broken Stone, Pile Haul	0.11	137.50
				$ 34,220.10

Oil Mat Surface Treatment (Estimated Prices)

8.1 miles	Preparation of Base (Unit 2)	$ 75.00	$ 607.50
1,299 cu. yds.	Placing Mineral Aggregate (Unit 2)	1.10	1,429.00
2,100 yd. mi.	Hauling Mineral Aggregate	0.18	378.00
140 tons	No. 3 Oil in Place	21.00	2,940.00
			$ 5,344.50
			$150,115.66
		10% Engr. & Cont.	15,011.50
		Total- - - - - - -	$167,327.16

Length of Project 8.101 miles
Cost per mile $20,655.12

REMARK

Item	Total Cost	Fed. Aid Funds	Secondary Advance Funds	State Funds
Work prior to Aug. 31, 1931	$82,074.08	$41,037.04	$41,037.04	$ - -
Work after Aug. 31, 1931	85,253.08	53,052.92	- -	32,200.09
	$167,327.16	$94,090.03	$41,037.04	$32,200.09

Oregon State Highway Department — Project No. 117-I

GATE CREEK-NIMROD SECTION

OF THE MCKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany specifications. Not as basis for modified agreement)

Salem, Oregon, February 24, 1932

Grading (Contract Prices)

All Required	Clearing and Grubbing			$12,200.00
110,000 cu. yds.	Common Excavation		$0.24	26,400.00
60,000 cu. yds.	Solid Rock Excavation		0.84	50,400.00
165,000 yd. sta.	Overhaul		0.02	3,300.00
45,000 yd. mis.	Truck Haul		0.20	9,000.00
60 cu. yds.	Cement Rubble Masonry		12.00	720.00
130 " "	Class "A" Concrete		22.00	2,860.00
10,000 lbs.	Metal Reinforcement		0.05	500.00
300 lin. ft.	12" Concrete Pipe		1.15	345.00
1,800 " "	18" " "		2.25	4,050.00
60 " "	24" " "		3.05	183.00
110 " "	30" " "		4.75	522.50
250 " "	36" " "		6.25	1,562.50
120 " "	12" Corr. Galvanized Iron Pipe		1.15	138.00
140 " "	18" " " " "		2.00	280.00
30 " "	24" " " " "		3.00	90.00
		Sub-total		$112,551.00

Surfacing

3,000 cu. yds.	Broken Stone in Sub-base	$1.00	$ 3,000.00
6,850 "	" " " Base	1.00	6,850.00
9,400 "	Coarse Broken Stone in Top Course	1.30	12,220.00
1,420 "	Key Materials in Top Course	1.40	1,988.00
2,280 "	Screenings in Top Course	1.40	3,192.00
48,900 yd. mi.	Hauling Broken Stone, Truck Haul	0.10	4,890.00
5,120 cu. yd.	Talus or Gravel Shoulders	0.50	2,560.00
5,120 yd. mi.	Hauling Shoulder Material	0.12	614.40
1,140 cu. yds.	Filler	0.40	456.00
1,140 yd. mi.	Hauling Filler	0.12	136.80
850 M-Gal.	Sprinkling	2.00	1,700.00
1.1 miles	Scarifying and Fine Grading	300.00	330.00
860 cu. yds.	3/4" -1/2" Bro. Stone in Stk.Pile	1.00	860.00
430 "	1/2" -1/4" " " " " "	1.00	430.00
1,250 yd. mi.	Hauling Broken Stone, Pile Haul	0.11	137.50
85,500 sq. yds.	Oil treatment	0.054	4,617.00
			$ 43,981.70

Sub-Total	$ 156,532.70
10% Engr. & Cont.	15,653.27
Total	$ 272,185.97

Length of Project 8.101 miles

Cost per mile $21,254.90

SUMMARY

Item	Total Cost	Federal Aid Fund		Emergency Advance Funds	State Funds
Work prior to Aug. 31,1931	$ 82,074.08	$ 41,037.04	(50%)	$ 41,037.04	$ - -
Work after Aug. 31, 1931	90,111.89	56,076.62	(62.23%)	- -	34,035.27
	$172,185.97	$ 97,113.66		$ 41,037.04	$ 34,035.27

Form 39—F-21635—6M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
MAY 16 1932
OFFICE OF CONSTRUCTION ENGINEER

Date May 14 1932

Job name DOYLEHILL-NIMROD *Week from* May 7, 1932 *to* May 14, 1932.

Mail address Leaburg, Oregon.

Highway MCKENZIE *Telegraph or telephone address* Leaburg, Oregon.

County LANE *Job prefix* 20PU *Express and freight address* Leaburg, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. Hillstrom expects to turn the plant over to-day.

Mr. Leach has moved his fence back on the 30 foot line.

Dr. Allen agreed to let us take his fence out, but when the crew started to do it he changed his mind. However I think we will reach an agreement.

Mrs. Martel thinks she should have $150 for the additional right-of-way at her place. Not so much for the land but for the expense they have gone to in clearing it.

The engineering crew has retraced the center line over the Gate Creek-Nimrod section and have the levels from Nimrod to Hillstrom's camp.

(See back of this sheet for instructions and detailed information)

RECEIVED
MAY 16 1932
OFFICE OF CONSTRUCTION ENGINEER

Signed Walter M Ramsay

Title R E

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 14.24

Miles completed 0

Miles partially done 0

Total cubic yards in project 63,200

Cubic yards produced to date 0

Average daily yardage produced this week 0

Average daily yardage necessary to complete on time 372

Contractor's average force for week 20 *men,*

..... *teams,* 1 *trucks*

Project will be completed about Oct. 31, 1932.

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 20PU *Percentage* 100
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

Form 89—F-21635—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
MAY 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

Date May 7, 1932., 193..

Job name DOYLE HILL-NIMROD *Week from* May 1, 1932. *to* May 7, 1932.

Mail address Leaburg, Oregon.

Highway MCKENZIE *Telegraph or telephone address* Leaburg, Oregon.

County LANE *Job prefix* 20PU *Express and freight address* Leaburg, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Some of the parts and belts the contractor has ordered has not arrived. He also has a little work to do around the plant.

Mr. Hillstrom intends to run three seven hour shifts on the oil rock.

In order to get the traffic to travel on that portion of the roadbed which will be surfaced we are retracing the center line and will blade the loose rock to the final location of the shoulder material.

Mr. Leach has started moving his fence back to the right-of-way line.

RECEIVED
MAY ( ) 1932
OFFICE OF
ENGINEER

RECEIVED
MAY 9 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed Walter M. Ransom

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 14.24

Miles completed 0

Miles partially done 0

Total cubic yards in project 63,200

Cubic yards produced to date 0

Average daily yardage produced this week 0

Average daily yardage necessary to complete on time 357

Contractor's average force for week ..... 22 *men,*

..... *teams,* ..... 1 *trucks*

Project will be completed about ..... Oct. 31, 1932.

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 20PU ..... *Percentage* 100

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

PR.117 I
#1278

November 14, 1931

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We have received notice from Twin Oaks Lumber Company of Eugene that they have a claim against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County, State Highway Contract No. 1278. The amount of the claim is $5,044.00 and is for supplies and materials furnished in connection with the above described job.

This information is transmitted to you as you appear as surety on the bond given to the State by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Harmon & Tittle
Eugene, Oregon

CONTRACT #1279,
1287,

PR 159-B Grand Ronde-Valley Junction 1931
1277 Sec., Grading
1277

86 86 151-B

April 14, 1938

Mr. H. G. Smith
Construction Engineer
O f f i c e

Dear Sir:

Herewith correspondence regarding the controversy with the Polk Operating Company for logs furnished for the construction of a crib at Grand Ronde under the contract with Harmon & Tittle. Mr. Withrow is the representative of the Polk Operating Company.

I would appreciate your contacting Mr. W. D. Clarke and Mr. B. O. Johnson with relation to this matter and finding the facts in the case. It seems to me that the Polk Operating Company are trying to get us to pay a bill which is primarily a matter for them to settle with the contractor, and just because our engineer did appear in the negotiations, he did not have any authority to obligate the state for the payment of materials used by the contractor in the construction of a road.

I am further of the opinion that we have already paid the contractor the full price, including the cost of the logs, so that it would be a duplicate payment.

Please give this matter your careful attention and go into the details thoroughly and hand me your report with relation thereto to the end that we can clean up this matter which has been before us for some time.

Very truly yours

[illegible] Highway Engineer

RHB:HI

cc J. H. Devers

#1279

159-B

September 24, 1935

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of September 20, enclosing copies of notice of claim of Standard Oil Company of California against Harmon & Tittle in connection with state highway contract No. 1279 -- grading of Grand Ronde--Valley Junction of Salmon River Highway in Polk County, said claim being in the sum of $257.25.

Receipt is also acknowledged of your letter, of like date, enclosing copies of notice of claim of State Industrial Accident Commission against Harmon & Tittle in connection with the above described contract, said claim being in the sum of $46.07.

Copies of the notices are being forwarded to the contractors and their surety.

Very truly yours,

Secretary

AJ

September 21, 1932

Standard Accident Insurance Co.,
% A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We are handing you the following copies of notice of claims which were filed with the Secretary of State against Harmon & Tittle in connection with State Highway Contract No. 1279 - grading of the Grand Ronde-Valley Junction of the Salmon River Highway in Polk County:

Standard Oil Company of California..$367.25
for petroleum products

State Industrial Accident Commission 46.07
for contributions to the
Accident Fund

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene

...Hoss
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 20, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we have filed as of this date a notice of claim by the Standard Oil Company of California for materials furnished in the sum of $367.25 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County, Oregon, State Highway contract No. 1279. This claim was forwarded to us by Dey, Hampson & Nelson, Attorneys at Law, Portland, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hoss

Secretary of State.

HM

RECEIVED SEP 21 1932

TO HAL E. HOSS, Secretary of State,
State of Oregon:

Notice is hereby given that the undersigned, Standard Oil Company of California, has a claim for goods, wares and merchandise consisting of petroleum products, in the sum of Three hundred Sixty-seven and 25/100ths dollars ($367.25) against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Co., surety, for the work of grading 1.85 miles of the Grand Ronde-Valley Junction section of the Salmon River Highway in Polk County, Oregon, Oregon State Highway Commission Contract No. 1279.

DATED at Portland, Oregon, September 19, 1932.

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. MUNCY
District Sales Manager

Endorsed: File No. 2116
Filed September 20, 1932
HAL E. HOSS,
Secretary of State.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 20, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received and filed as of this date, a notice of claim by the State Industrial Accident Commission for contributions due the Accident Fund in the sum of $46.07 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Valley Junction job near Grand Ronde, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to theprincipal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
SEP 21 1932

COPY

159-B

Salem, Oregon,
September 17th, 1932.

To the Secretary of State:

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Accident Fund in the sum of $46.07 against the bond taken from Harmon & Tittle and the Standard Accident Insurance Company for the work performed on the Valley Junction job near Grand Ronde, Oregon, said job completed and finals were sent out on or about October 8th, 1931.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Chas. T. Early
Commissioner.

RHC:LF

Letter to county + contractor and Secy of State
in

Endorsed: File No. 2117
Filed September 20, 1932
HAL E. HOSS,
Secretary of State.

#1234

FR 1.59/3

July 25, 1932

Carey, Hart, Spencer & McCullough,
Law Offices,
1410 Yeon Building,
Portland, Oregon.

Gentlemen:

In response to your inquiry of July 21st we wish to advise that the Kerrum & Tittle Contract No. 1279 for the construction of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County was completed on October 28th, 1931. This is also considered the date of acceptance on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

CAREY, HART, SPENCER AND McCULLOCH
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING

CHARLES H. CAREY
COUNSEL

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
IVAN F. PHIPPS
DAVID L. DAVIES
PHILIP CHIPMAN

JAMES B. KERR
1907 - 1930

PORTLAND, OREGON

July 21, 1932.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Please advise us when the work covered by State Highway Contract No. 1279, being a part of the Grand Ronde-Valley Junction section of the Salmon River Highway constructed by Harmon & Tittle, contractors, was accepted by the State of Oregon.

Yours very truly,

Carey Hart Spencer & McCulloch

DLD:GK

Oct. 5, 1931

#1211

OR 159.12

July 19, 1932

Standard Accident Insurance Co.,
% A. D. Trumbey, Resident Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We enclose certified copy of notice of claim which was filed with the Secretary of State by F. E. Loose, doing business under the assumed name of Capital City Transfer Co., against Harmon & Tittle.

The claim is in the sum of $75.00, and is for labor performed in connection with State Highway Contract No. 1279, which is for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County.

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene, Oregon

July 19, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of July 18, enclosing certified copies of notice of claim filed by F. E. Loose against Harmon & Tittle, in the sum of $75.00 for labor performed in connection with State Highway Contract No. 1278, which is for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway.

In accordance with your suggestion we are today mailing a copy of the notice to the contractor, and also a copy to the surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

...H. Hoss
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 15, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received from Fred A. Williams, Attorney, Salem, Oregon, and filed as of this date, a notice of claim by F. E. Loose, doing business as Capital City Transfer Company, for labor performed in the sum of $75.00 together with interest at 6% from September 2, 1931, against the bond taken from Harmon & Tittle, principals, and Standard Accident Insurance Company, surety, for work on the Grand Ronde-Valley Junction Section of the Salmon River Highway, State Highway contract No. 1279.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the sureties.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

Secretary of State.

HM

RECEIVED
JUL 19 1932
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
July 14, 1932

To
HAL E. HOSS
Secretary of State
Salem, Oregon

And TO THE
OREGON STATE HIGHWAY COMMISSION
R. B. Glaisyer, Secretary
Salem, Oregon

In re: Project No. 1366
Contract No. 1279
Contract dated April 2, 1931
Bond dated and executed
April 15, 1931
Construction of Grand Ronde-
Valley Junction Section of
Salmon River Highway, Polk
County, State of Oregon
Contractors, L. P. Harmon
and Lee Tittle, a copartnership
doing business as Harmon & Tittle

NOTICE IS HEREBY GIVEN, that the undersigned, F. E. LOOSE, doing business under the style and assumed business name of CAPITAL CITY TRANSFER CO., with his principal place of business at 226 State Street, Salem, Oregon, has a claim for labor and services performed and machinery furnished in the hauling and setting up of one rock crusher, between the first and second days of September, 1931, both dates inclusive, located on or immediately adjacent to the section of highway hereinabove named and hereinafter described, for the prosecution of the work provided for in said contract between the OREGON STATE HIGHWAY COMMISSION and the said HARMON & TITTLE, hereinafter particularly referred to, in the sum of $75.00, with interest from the second day of September, 1931, at the rate of 6% per annum against the bond taken from L. P. Harmon and Lee Tittle, a copartnership, doing business as Harmon & Tittle, as principals, and the Standard Accident Insurance Co. of Detroit, Michigan, as surety, upon such bond, for the work in the construction and prosecution of work in improving, rocking and grading that certain highway known as the Grand Ronde-Valley Junction section of the Salmon River Highway in Polk County, Oregon, a part of the state highway system of Oregon, pursuant to that contract No. 1279 of the Oregon State Highway Commission, and project No. 1366, which contract, in order to be definite and certain, is by this reference made a part and parcel of this Notice, and is dated April 2, 1931, and the bond is dated April 15, 1931.

That one (1) year has not expired since the completion of the contract and acceptance of the work, labor and services supplied and performed for the prosecution of the work provided for in said contract with the Oregon State Highway Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 14th day of July, 1932.

F. E. LOOSE (SEAL)
doing business under the style and assumed business name of CAPITAL CITY TRANSFER CO., with his principal place of business at 226 State Street, Salem, Marion County, Oregon

KERR A. WILLIAMS
Attorney for Claimant
P. O. Box 435
Salem, Oregon

Endorsed: File No. 2061
Filed July 15, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by F. E. Loose, doing business as Capital City Transfer Company, for labor performed in the sum of $75.00, together with interest at 6% from September 2, 1931, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Grand Ronde-Valley Junction Section of the Salmon River Highway, State Highway contract No. 1279, with the original notice filed in the office of the Secretary of State on July 15, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of July, A. D. 1932.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by F. E. Loose, doing business as Capital City Transfer Company, for labor performed in the sum of $75.00, together with interest at 6% from September 2, 1931, against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Grand Ronde-Valley Junction Section of the Salmon River Highway, State Highway contract No. 1279, with the original notice filed in the office of the Secretary of State on July 15, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of July, A. D. 1932.

Hal E. Hoss

Secretary of State

#1279

OR 159B

July 19, 1932

Mr. Fred A. Williams,
Attorney at Law,
U. S. National Bank Bldg.
Salem, Oregon.

Dear Sir:

Reference is made to your letter of July 14.

A certified copy of State Highway Contract No. 1279, awarded to Harmon & Tittle for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County, is enclosed. The bond, which is a part of the contract, is set out on pages 100 and 101.

The Secretary of State has forwarded to us certified copies of the notice of claim of Capital City Transfer Co., which was filed on July 15 against Harmon & Tittle.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

FRED A. WILLIAMS
ATTORNEY AT LAW
219 UNITED STATES NATIONAL BANK BLDG
SALEM, OREGON

JULY
14
1932

RECEIVED
JUL 15 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
H. B. Glaisyer, Secretary
Salem, Oregon

In re: Harmon & Tittle
Standard Accident Insurance Co.
Contract No. 1279, Project No. 1366

Dear Sir:

I am handing you herewith a copy of communication addressed to the Secretary of State pertaining to filing a Notice in writing embodying the claim of F. E. Loose, doing business under the style and assumed business name of Capital City Transfer Co.

I will be pleased if you will hand me a certified copy of the contract and bond between Harmon & Tittle and the Oregon State Highway Commission in the above matter.

Yours very truly,

Fred A. Williams

Fred A. Williams
P. O. Box 435
Salem, Oregon

Encl. 1
FAW:SEW

c
o
p
y

Salem, Oregon
July 14, 1932

To

HAL E. HOSS
Secretary of State
Salem, Oregon

And TO THE
OREGON STATE HIGHWAY COMMISSION
H. B. Glaisyer, Secretary
Salem, Oregon

In re: Project No. 1366
Contract No. 1279
Contract dated April 2, 1931
Bond dated and executed
April 13, 1931
Construction of Grand Ronde-
Valley Junction Section of
Salmon River Highway, Polk
County, State of Oregon
Contractors, L. P. Harmon
and Lee Tittle, a copartnership
doing business as Harmon & Tittle

NOTICE IS HEREBY GIVEN, that the undersigned, F. E. LOOSE, doing business under the style and assumed business name of CAPITAL CITY TRANSFER CO., with his principal place of business at 226 State Street, Salem, Oregon, has a claim for labor and services performed and machinery furnished in the hauling and setting up of one rock crusher, between the first and second days of September, 1931, both dates inclusive, located on or immediately adjacent to the section of highway hereinabove named and hereinafter described, for the prosecution of the work provided for in said contract between the OREGON STATE HIGHWAY COMMISSION and the said HARMON & TITTLE, hereinafter particularly referred to, in the sum of $75.00, with interest from the second day of September, 1931, at the rate of 6% per annum against the bond taken from L. P. Harmon and Lee Tittle, a copartnership, doing business as Harmon & Tittle, as principals, and the Standard Accident Insurance Co. of Detroit, Michigan, as surety, upon such bond, for the work in the construction and prosecution of work in improving, rocking and grading that certain highway known as the Grand Ronde-Valley Junction section of the Salmon River Highway in Polk County, Oregon, a part of the state highway system of Oregon, pursuant to that contract No. 1279 of the Oregon State Highway Commission, and project No. 1366, which contract, in order to be definite and certain, is by this reference made a part and parcel of this Notice, and is dated April 2, 1931, and the bond is dated April 13, 1931.

That one (1) year has not expired since the completion of the contract and acceptance of the work, labor and services supplied and performed for the prosecution of the work provided for in said contract with the Oregon State Highway Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 14th day of July, 1932.

F. E. Loose (SEAL)
doing business under the style and
assumed business name of CAPITAL CITY
TRANSFER CO., with his principal place
of business at 226 State Street, Salem,
Marion County, Oregon

Fred A. Williams
Attorney for Claimant
P. O. Box 435
Salem, Oregon

o
p
y

Salem, Oregon
July 14, 1932

To

HAL E. HOSS
Secretary of State
Salem, Oregon

And TO THE
OREGON STATE HIGHWAY COMMISSION
H. B. Glaisyer, Secretary
Salem, Oregon

In re: Project No. 1366
Contract No. 1279
Contract dated April 8, 1931
Bond dated and executed
April 13, 1931
Construction of Grand Ronde-
Valley Junction Section of
Salmon River Highway, Polk
County, State of Oregon
Contractors, L. P. Harmon
and Lee Tittle, a copartnership
doing business as Harmon & Tittle

NOTICE IS HEREBY GIVEN, that the undersigned, F. E. LOOSE, doing business under the style and assumed business name of CAPITAL CITY TRANSFER CO., with his principal place of business at 226 State Street, Salem, Oregon, has a claim for labor and services performed and machinery furnished in the hauling and setting up of one rock crusher, between the first and second days of September, 1931, both dates inclusive, located on or immediately adjacent to the section of highway hereinabove named and hereinafter described, for the prosecution of the work provided for in said contract between the OREGON STATE HIGHWAY COMMISSION and the said HARMON & TITTLE, hereinafter particularly referred to, in the sum of $75.00, with interest from the second day of September, 1931, at the rate of 6% per annum against the bond taken from L. P. Harmon and Lee Tittle, a copartnership, doing business as Harmon & Tittle, as principals, and the Standard Accident Insurance Co. of Detroit, Michigan, as surety, upon such bond, for the work in the construction and prosecution of work in improving, rocking and grading that certain highway known as the Grand Ronde-Valley Junction section of the Salmon River Highway in Polk County, Oregon, a part of the state highway system of Oregon, pursuant to that contract No. 1279 of the Oregon State Highway Commission, and project No. 1366, which contract, in order to be definite and certain, is by this reference made a part and parcel of this Notice, and is dated April 8, 1931, and the bond is dated April 13, 1931.

That one (1) year has not expired since the completion of the contract and acceptance of the work, labor and services supplied and performed for the prosecution of the work provided for in said contract with the Oregon State Highway Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 14th day of July, 1932.

F. E. Loose (SEAL)
doing business under the style and
assumed business name of CAPITAL CITY
TRANSFER CO., with his principal place
of business at 226 State Street, Salem,
Marion County, Oregon

Fred A. Williams
Attorney for Claimant
P. O. Box 435
Salem, Oregon

5912

o
p
y

J U L Y
14
1932

To
Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

I am enclosing for filing in the office of Secretary of State of Oregon, a Notice in writing by F. E. Leese, doing business under the style and assumed business name of Capital City Transfer Co., with his principal place of business in Salem, Oregon; embodying a claim against the principals Harmon & Tittle and the surety, Standard Accident Insurance Co. of Detroit, Michigan, on highway contract no. 1279, project no. 1356 in the construction of the Grand Ronde-Valley Junction section of Salmon River Highway, Polk County, State of Oregon.

Yours very truly,

Fred A. Williams
P. O. Box 436
Salem, Oregon

Encl. 1
FAW:SLW

#1278
#1279
159B

July 9, 1932

State Industrial Accident Commission,
B u i l d i n g .

Salem, Oregon.

Attention of Mr. Ralph H. Campbell

Gentlemen:

This is to acknowledge receipt of your notice of claim against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Grand Ronde-Valley Junction of the Salmon River Highway in Polk County, the amount of the claim being $46.07.

We also acknowledge receipt of your notice of claim against Harmon & Tittle in connection with State Highway Contract No. 1278, which is for the grading of the Gate Creek-Mimrod Section of the McKenzie Highway in Lane County. The amount of this claim is $167.85.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

July 9, 1952

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

This is to notify you that the State Industrial Accident Commission has filed the following claims against Harmon & Tittle to whom the State Highway Commission awarded State Highway Contracts Nos. 1278 and 1279:

Claim in the sum of $187.65 against Contract No. 1278, which is for the grading of the Gate Creek-Mineral Section of the McKenzie Highway in Lane County.

Claim in the sum of $48.07 against Contract No. 1279, which is for the grading of the Grand Ronde-Valley Junction of the Salmon River Highway in Polk County.

The claims are for contributions due the Accident Fund.

This information is given you as you appear as surety on the bonds of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene, Oregon

Salem, Oregon,
July 8, 1932

To the Oregon State Highway Commission:

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Accident Fund in the sum of $46.07 against the bond taken from Harmon & Tittle and the Standard Accident Insurance Co. for the work performed on the Valley Junction job near Grand Ronde, Oregon, said job completed and finals were sent out on or about October 5th, 1931.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell

RHC:LF

Salem, Oregon,
July 8, 1932.

To the Oregon State Highway Commission:

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Accident Fund in the sum of $167.65 against the bond taken from Harmon & Tittle and the Standard Accident Insurance Co. for the work performed on the Gates Creek-Nimrod section of the McKenzie Highway, said job completed and finals were sent out on or about November 30th, 1931.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H Campbell

RHC:LF

#1279
Polk Co

157B

June 25, 1932

Barnes & Tittle, Contractors
Eugene, Oregon

Gentlemen:

This is to inform you that we have received information from the Polk Operating Company of Grand Ronde, Oregon to the effect that you are indebted to them in the sum of $282.80 for the furnishing of logs used in connection with the construction of a log crib at Rock Creek on your contract for the grading of the Grand Ronde-Valley Junction section of the Salmon River Highway; also that you owe them the sum of $34.65 for labor and pump rental at the same location.

Our records show the State Highway Commission entered into a special price agreement with you to construct the log crib and that you have been paid in full for this work. When you accepted the final voucher covering this project you signed a statement to the effect that all claims incurred against the project had been settled. Evidently you overlooked the claim mentioned herein.

We shall expect you to take care of this matter immediately.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jm
c.c. Polk Operating Company

c.c. A. D. Trumbey
Spalding Building
Portland, Oregon

POLK OPERATING COMPANY

June 25, 1934

Polk Operating Company
Grand Ronde, Oregon

Gentlemen: Attention Mr. H. B. Scharschmidt

Acknowledgment is made of the receipt of your letter of June 24 to which was attached copies of correspondence and claims against Harmon & Tittle, contractors, for services rendered in connection with the contract awarded that company by the State Highway Commission for the construction of the Grand Ronde-Valley Junction section of the Salmon River Highway, being State Highway contract No. 1279.

The State Highway Commission entered into a price agreement with Harmon & Tittle for the construction of the log crib for which you state you furnished the logs.. The work was performed in connection with the grading contract of that company and was paid for as a part of the contract. Therefore, claims incurred in this connection are protected by the bond furnished by the contractor for that purpose.

This bond was written by the Standard Accident Insurance Company for which A. D. Trunkey is Agent, Spalding Building, Portland, Oregon. I would suggest that you take this matter up with the bonding company. You should also file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Laws of 1931, mimeographed copy of which is inclosed. If you secure not satisfaction through the bond company it then appears that the only recourse you have is through action in the Courts.

Our records show Harmon & Tittle have been paid in [illegible] for the work performed under this contract, including the [illegible] of this log crib. Therefore, you should have received payment from them some time ago. I am writing to Harmon & Tittle today asking that they give this matter their immediate attention.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
Enclosure

POLK OPERATING COMPANY

Grand Ronde, Oregon

June 24, 1932.

Mr. S.H. Brobert, Office Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

We are attaching herewith a copy of the correspondence we have had with the Highway Department in connection with material and labor we supplied Harmon and Tittle while they were doing some force account work on the Salmon River Road, near Grand Ronde, cribbing the highway on Rock Creek.

At the time Mr. Clarke arranged with our Mr. Ira Withrow for the logs we understood that the State would pay us direct, but it appears that we should have collected from the contractor.

Please check this over and advise us what procedure we should follow to make collection.

Yours very truly,

Polk Operating Company.

H.B. McLauchlan

ANSWERED
H. B. G.

POLK OPERATING COMPANY

Grand Ronde, Oregon

(COPY)

February 27, 1932.

Mr. George Gray, State Highway Engineer,
Tillamook, Oregon.

Dear Mr. Gray:

We are enclosing herewith copies of two bills we submitted to the Highway Department last year, We have not received payment for same to date.

Will you please take this matter up with the Salem office for us.

Yours very truly,

Polk Operating Company.
Sgn. H.B. Scharschmidt

A.

POLK OPERATING COMPANY

Grand Ronde, Oregon

(COPY)

September 31, 1931.

Oregon State Highway Commission,
Salem, Oregon.

In account with,

Polk Operating Company, Dr.

To 3430 Lin feet Fir Logs at 8¢ per ft	274.40
To 96 Drift Bolts 3/4 x 18", 240 lbs at 3.50	8.40
	282.80

Material supplied Harmon and Tittle for cribbing on Salmon River Road, cribbing on Rock Creek near Hrand Ronde,

A.1

POLK OPERATING COMPANY

Grand Ronde, Oregon

(COPY)

August 31, 1931.

Oregon State Highway Department,
Salem, Oregon.

In Account with,

Polk Operating Company, Dr.

To labor and pump rent, 8½ days at 4.00 per day	34.00
To gas and oil	.65
	34.65

We supplied Harmon and Tittle with one man and fire pump, used while making clearing and burn ing for cribbing on Salmon River Road.

Time sheet attached.

A.2.

OREGON STATE HIGHWAY COMMISSION.

Tillamook, Ore.
March 3, 1932

(COPY)

Mr Lee Tittle,
Salem, Oregon.

Dear Sir:

I received a copy of bill for logs and time of man who operated fire pump, from Polk Operating Co. yesterday. I thought you had taken care of this bill long ago as your agreement with Mr. Clarke was that you were to furnish the logs and build the crib at the price agreed on, The State was to furnish the drift bolts however. The time of the pump amn was included on your bill for excavating and clearing the channel change, for which you have received payment. These bills should be paid as they are long over due.

Yours very truly,

Sgn. B.O. Johnson
Res. Engr.

CC to Polk Operating Co..

B

POLK OPERATING COMPANY

Grand Ronde, Oregon

(COPY)

May 3, 1932.

Mr. B.O. Johnson, Engineer.
State Highway Department,
Tillamook, Oregon.

Dear Sir:

In connection with the material and labor supplied by this Company and used in the cribbing of the Salmon River Road near Grand Ronde, which was referred to in our letter of February 27, 1932 and your letter of March 3, to Mr. Lee Tittle.

We have not received payment for this material from Harmon and Tittle, and we would consider it a favor of you would write them drawing the matter forcibly to their attention.

Yours truly,

Polk Operating Company

Sgn. H.B. Scharschmidt.

C.

#1279

PR-159-B

April 13, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of April 8, enclosing certified copies of notice of claim filed by Foster Mills, Inc., against the bond taken from the Standard Insurance Co., for the work of grading the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County. According to our records, this contract was awarded to Hansen & Tittle of Eugene and is designated as State Highway Contract No. 1279.

We are today notifying the contractors and their surety on the bond.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 13 1932
OREGON
STATE HIGHWAY COMMISSION

April 8, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advice that we received and filed as of this date, a notice of claim by Foster Mills, Inc. for rent furnished in the sum of $200.00 against the bond taken from Standard Insurance Company for work of grading the Grand Ronde-Valley Junction section of the Salmon River Highway in Polk County.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

April 15, 1952

Standard Accident Insurance Co.,
A. E. Tramley, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed with the Secretary of State by Foster Mills, Inc., of Willamina, Oregon, against State Highway Contract No. 1279 which was awarded to Harmon & Tittle for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County.

The claim is in the sum of $200.00 and is for the rent of a caterpillar.

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle
Eugene, Oregon

United States of America

STATE OF OREGON

Willamina, Oregon
April 4, 1932.

TO THE STATE OF OREGON:
c/o Hal E. Hoss, Secty of State,
Salem, Oregon.

Notice is hereby given that the undersigned, FOSTER MILLS, INC., Willamina, Oregon, has a claim for the rent of a caterpillar in the sum of $200.00 against the bond taken from the Standard Insurance Co., Spalding Building, Portland, Oregon, for the work of grading the Grand Ronde-Valley Junction section of the Salmon River Highway in Polk County, Oregon.

FOSTER MILLS INC.

By W. B. FOSTER, PRES.

Endorsed: File No. 2056
Filed April 8, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Foster Mills, Inc. for rent furnished in the sum of $200.00 against the bond taken from the Standard Insurance Company for work on the Grand Ronde-Valley Junction section of the Salmon River Highway, with the original notice filed in the office of the Secretary of State on April 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of April, A. D. 19 32

Hal E Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Foster Mills, Inc. for rent furnished in the sum of $200.00 against the bond taken from the Standard Insurance Company for work on the Grand Ronde-Valley Junction section of the Salmon River Highway, with the original notice filed in the office of the Secretary of State on April 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of April, A. D. 19 32

Hal E Hoss

Secretary of State

#1279
Gold C

PRIS-9B

April 7, 1932

Mr. Kal E. Hass,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of April 6, enclosing certified copies of notice of claim filed by A. I. Hairn against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County.

As per your suggestion, we are today forwarding copies of the claim to the contractors and the sureties on their bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

April 7, 1932

Standard Accident Insurance Co.,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim that has been filed with the Secretary of State by A. I. Hairn against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Grand Ronde-Valley Junction of the Salmon River Highway in Polk County.

This claim is in the sum of $120.00 and is for labor and materials used in connection with the above described project.

According to our records, you appear as surety on the contractors' bond, and we are, therefore, giving you this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle,
Eugene, Oregon

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 1932
OREGON STATE HIGHWAY COMMISSION

April 6, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by A. I. Nairn for labor and materials furnished in the sum of $120.00 against the bond taken from Harmon & Tittle, principals, and Standard Accident Insurance Company, surety, for work on the Grand Ronde-Valley Junction Section of the Salmon River Highway, State Highway contract No. 1279.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

HM

Secretary of State.

United States of America

4-4-32

STATE OF OREGON

P. O. Box 297

Nairns Welding & Machine Works

Sheridan Oregon

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the seal of said State, do hereby certify:

Secretary of State

Salem

Oregon

On advice from the State Highway Dept and in conformance with the provision of Chapter 280 Oregon Laws for 1951 I am presenting a claim against the firm of Harmon & Tittle former contractors on the Salmon River Highway grading of the Grand Ronde Valley Junction Section contract #1279

I have advised their bondsman Standard Accident Insurance Co. of Portland of my claim in the sum of $120.00 one hundred & twenty dollars

Harmon & Tittle have received 2 statements for which I have not got any reply

The above amount $120.00 is for labor & material used on the above contract.

I hope this will meet with your appeval and trust this will bring good returns

I am yours truly

A. I. Nairn

Endorsed: File No. 2034
Filed April 6, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by A. I. Nairn for labor and materials furnished in the amountof $120.00 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Grand Ronde-Valley Junction Section of the Salmon River Highway, contract #1279, with the original notice filed in the office of the Secretary of State on April 6, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 6th day of April, A. D. 19 32.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by A. I. Nairn for labor and materials furnished in the amountof $120.00 against the bond taken from Harmon & Tittle, principal, and Standard Accident Insurance Company, surety, for work on the Grand Ronde-Valley Junction Section of the Salmon River Highway, contract #1279, with the original notice filed in the office of the Secretary of State on April 6, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 6th day of April, A. D. 19 32.

Hal E Hoss

Secretary of State

#1279

pf 1591

April 6, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are pleased to acknowledge receipt of your letter of March 5, enclosing copies of notice of claim filed in your office by Foster Mills, Inc., against Harmon & Tittle; said claim being in the sum of $200.00, for rental of a Holt Caterpillar in connection with State Highway Contract No. 1279, which was awarded to Harmon & Tittle for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County.

In accordance with your suggestion, we are today forwarding copies of the notice to the contractors and their surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

April 6, 1932

Standard Accident Insurance Co.,
A. B. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed by Foster Mills, Inc., with the Secretary of State against Harmon & Tittle, to whom the State Highway Commission awarded the contract for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County. This claim is in the sum of $200.00 and is for rent of a Holt Caterpillar.

This notice is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Harmon & Tittle,
Eugene, Oregon

Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 6 1932
OREGON
STATE HIGHWAY COMMISSION

April 5, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we are in receipt of a letter from Foster Mills, Inc. advising of a claim for rent of Holt Caterpillar to Harmon & Tittle in the amount of $200.00 used in the grading of the Grand Ronde-Valley Junction of the Salmon River Highway in Polk County, State Highway contract No. 1279.

We are enclosing a copy of this letter for your information and files, together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal G Hoss

HM

Secretary of State.

FOSTER MILLS, INC.
Manufacturers of
Red and Yellow Fir Lumber
Willamina, Oregon
April 4, 1932.

Hal E. Hoss, Secty of State,
Salem, Oregon.

Dear Sir:

We wish to file claim for rent of a Holt Caterpillar to Harmon & Tittle in the amount of $200.00

This firm had the grading of the Grand Ronde - Valley Junction of the Salmon River Highway in Polk County, and the contract number is 1279.

They had the cat during the months of August and September 1931, and their account stands as follows:

To Rent 2 months 150.00 per mo.	300.00
Less a credit by check.....	100.00
Balance due.....	200.00

We are sending a copy of this letter to their bondsmen, the Standard Insurance Co., Spalding Building, Portland, Oregon, c/o Mr. A. Trunkey.

Very truly yours,

FOSTER MILLS, INC.

WBF/E

By W. B. FOSTER

Endorsed: File No. 2035
Filed April 5, 1932
HAL E. HOSS,
Secretary of State.

PF 1591B

March 31, 1952

Mr. A. T. Heirn,
Sheridan,
Oregon.

Dear Sir:

This is in reply to your inquiry of March 29, in which you ask us to give you the names of the bondsmen of Harmon & Tittle, former contractors on the Salmon River Cut-off.

The contract to which you have reference is officially designated as State Highway Contract No. 1279—grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County,—and was awarded by the State Highway Commission to Harmon & Tittle.

Standard Accident Insurance Company furnished the bond in this instance for the protection of all claims incurred in connection with the above described project. The local agent for this company is A. D. Trunkey, Spalding Building, Portland.

If you do not secure satisfaction from the bonding company in the immediate future, we would suggest that you file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280 Oregon Laws for 1951, a mimeographed copy of which is attached for your information. You will note that claims should be filed prior to the expiration of six months immediately following the completion of the contract. The contract in question was completed on October 5, 1951.

We are today notifying the bonding company of the existence of your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

aj

March 31, 1932

Standard Accident Insurance Co.,
A. E. Tremlay, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

It has come to our attention that Mr. A. T. Nairn of Sheridan has a claim against Marson & Tittle, in the sum of $120.00 for labor and materials furnished in connection with the contract that was awarded to them by the State Highway Commission for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County.

We are passing this information on to you as you furnished the surety bond in this instance.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Marson & Tittle
Eugene

Statement

3-29- 1932

M State Highway Commission
Salem Oregon

To NAIRN'S Dr.

Statements, No. 40

Dear Sirs

will you give me the names of the Bondsmen for Hartman & Little Co former Contractors on the Salmon River Cut off, Contract finished this last fall they still owe me for labor & Material the amount is $120.00

I have sent them a number of Statements but failed to get any answer,

thanking you in advance for any information you may give me
Yours truly A. J. Nairn

#127

PR 5913

December 18, 1931

...to Highway Contract No. ...nde-Valley Junction ...k County, consisting ...ed by the contractors ... will be made by the ... under said contract

... & Dougli, Sheridan, Oregon, ...f which was not stated, ... responsibility for ... be filed against

...s you appear as surety ...horn. Kindly acknow-

...advise that the total ...ction with this contract will ... Of this amount

...urs,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#127
Otte
PR 1573

December 18, 1931

Standard Accident Insurance Company,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1279 for the construction of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County, consisting of 1.85 miles of grading has been completed by the contractors Harmon & Tittle, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 28th, 1931.

We have been advised by Tilbury & Beugli, Sheridan, Oregon, of a claim against this contract, amount of which was not stated. You are advised that the State assumes no responsibility for the above claim or of any others which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $17,265.68, including the final payment. Of this amount $898.88 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1279

pf 1591B

December 18, 1931

Tilbury & Beugli,
Sheridan,
Oregon.

Gentlemen:

In reply to your inquiry of recent date, we wish to inform you that State Highway Contract No. 1279, which was granted by the State Highway Commission to Harness & Tittle for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County, was completed on October 5, 1931.

The final payment due on the above described contract has not yet been made; it is expected, however, that it will be paid within the next few weeks.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Oregon City Oct. 9 1931

Tilbury & Beugli
want get bill paid.

A. E. BEUGLI, Secy-Treasurer

#1279

TILBURY & BEUGLI
(INCORPORATED)
SHERIDAN, OREGON

Has Harmon & Tittle finished their contract- at Grand Ronde and have they been paid- they owe us a bill and keep telling us they would pay us as soon as they were paid-

Very Truly-
Tilbury & Beugli-
By A E Beugli.

...office.

CONTRACT NO. 1278 for the grading of the Grand Ronde-Valley Section of the Salmon River Highway in Polk County.

Our records show that we are holding a retained percentage of $616.80 in connection with this project. The field notes for this job are now being checked in this office. We cannot state definitely at this time, but believe that the final payment will be very close to the amount of the retained percentage. It may be increased or decreased somewhat by the final check of the notes.

STATE HIGHWAY COMMISSION

By

Secretary.

EWG:AJ

original & three and 2 copies Carbon sent to Tittle in Vienna 12/14/31
AWG

Ford

CARS
TRUCKS
TRACTORS

A. E. BEUGLI, Secy-Treasurer

F 279
Polk Co

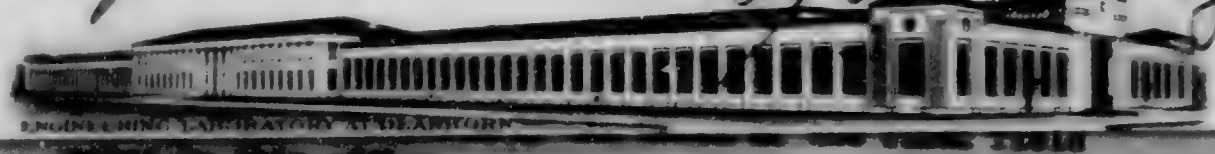
TILBURY & BEUGLI
INCORPORATED
SHERIDAN, OREGON

State Highway Com
Salem Ore -

Dear Sirs:

Has Harmon & Tittle finished their contract - at Grand Ronde and have they been paid - they owe us a bill and keep telling us they would pay us as soon as they were paid -

Very Truly -
Tilbury & Beugli -
By A E Beugli



...ported on this action.

CONTRACT No. 1271 for the grading of the Grand Ronde-Valley Section of the Salmon River Highway in Polk County.

Our records show that we are holding a retained percentage of $616.00 in connection with this project. The field notes for this job are now being checked in this office. We cannot state definitely at this time, but believe that the final payment will be very close to the amount of the retained percentage. It may be increased or decreased somewhat by the final check of the notes.

STATE HIGHWAY COMMISSION

By _____ Secretary.

EDG:AS

Original & three and 2 copies Carbon sent to Tittle on invoice 12/14/31

FF15913

December 14, 1931

Barnum & Tittle,
1465 Willamette St.,
Eugene, Oregon.

Gentlemen:

Responding to your request of this date, I am giving you an approximate financial status of each of the uncompleted contracts that you have with the State Highway Commission:

CONTRACT No. 1278 for the grading of the Gate Creek-Mineral Section of the Roberts Highway in Lane County.

According to our records we are holding a retained percentage of $8,441.35 in connection with this project. We are informed by the engineer that there additional funds due you in connection with this work, but we are not at this time able to state the amount, due to the fact that estimates have not as yet been received in this office disclosing the same.

You understand that the above figure of $8,441.35 is only tentative and may be increased or decreased according to what is revealed by the check of the final field notes in this office.

CONTRACT NO. 1279 for the grading of the Grand Ronde-Valley Section of the Salem River Highway in Polk County.

Our records show that we are holding a retained percentage of $514.89 in connection with this project. The field notes for this job are now being checked in this office. We cannot state definitely at this time, but believe that the final payment will be very close to the amount of the retained percentage. It may be increased or decreased somewhat by the final check of the notes.

STATE HIGHWAY COMMISSION

By

Secretary.

RHG:AJ

Original & three and 2 copies Contract for X Tittle in triplicate 12/14/31

HARMON & TITTLE CONTRACTS -

No. 1278 - Gate Creek-Nimrod Section of the McKenzie Highway in Lane County. Retained percentage is $8,441.33 - Quantity Summary sheet shows $13,805.91 to complete contract. O'Neil says that there has been a mistake on the above amount to complete and not to quote over $5,000.00

No. 1279 - Grand Ronde-Valley Junct. Section of the Salmon River Hwy. in Polk County - Semi-final payment has been made and the final checked and has been sent back to the resident engineer for some corrections. Retained percentage is $515.69. Exact amount of what final will be not known at this time but McCallister said that it would not be a large amount.

Surfacing material on Otis-Siletz - according to O'Neil they have approximately $3,000.00 coming. 2 cu yd @ 95¢ plus tax

Mr. Berke of Berk Bros. was in and said that Harmon & Tittle had $3,000.00 coming from them as work as sub contractors and would be paid when they (Berk Bros) received their final.

PR(1-913

December 8, 1931

Mr. Louis Schmitzer,
Attorney at Law,
Public Service Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of December 7, we are pleased to inform you that Harmon & Tittle have the following contracts with the State Highway Commission on which monies are due them:

Contract No. 1278, which is for the grading of the Gate Creek-Mimrod Section of the McKenzie Highway in Lane County. This contract is not yet completed; at the present time we are holding a retained percentage of $8,441.33 which is due them.

Contract No. 1279, which is for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County. This contract has been finished, and the final estimate of the contractor is being checked by us. The retained percentage is $515.89 and the final payment may be more or less, according to the findings of our final checking of the field notes.

Monies due on state highway contracts are paid direct by the State Highway Commission.

If we can furnish you with any other information, please do not hesitate to let us know.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

LOUIS SCHNITZER
ATTORNEY AT LAW
1110 PUBLIC SERVICE BLDG.
PORTLAND, OREGON

December 7, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Please advise me whether Harmon & Tittle, of Salem, Oregon, or either of them, are at the present time working for the State of Oregon under contract, or otherwise; and also whether at the present time there are any moneys due them for finished work, and if so through what office they are paid.

Thanking you for giving this matter your early attention, I remain

Respectfully yours,

Louis Schnitzer

LS:EH

RECEIVED DEC 8 1931

JAMES KERNS & ABBOTT COMPANY
RECEIVED
NOV 30 1951
PR 159 B

November 30, 1951

Mr. J. B. Abbott
James, Kerns & Abbot Company
Ninth & Flanders Streets
Portland, Oregon

Dear Mr. Abbott:

In response to your inquiry concerning the improvement of the Valley Junction-Grand Ronde Section of the Salmon River Highway, would say that it is our plan to put this project on for surfacing as a part of our 1952 program and it is expected that the work would be done as early in the season as possible and followed later by oiling. As to the oiling on the remaining unit east from Otis, which is now being surfaced, would say that we will probably give this a preliminary oil treatment during the summer to keep down the dust if the material sets up in a satisfactory condition.

As to the Otis-Siletz River Unit of the Coast Highway, we have this listed for resurfacing as a part of our 1952 program and as soon as funds are available it is probable that a contract will be let for crushing the rock.

I appreciate your interest in the state highway program.

Very truly yours

State Highway Engineer

BAK:MI

JAMES, KERNS & ABBOTT COMPANY
PRINTERS
LITHOGRAPHERS
BOOKBINDERS

DIRECT MAIL ADVERTISING

NINTH & FLANDERS STREETS
PORTLAND, OREGON

RECEIVED
NOV 30 1931
OREGON
STATE HIGHWAY COMMISSION

November 28,1931

Roy E. Klein, State Highway Engineer
Salem, Oregon

Dear Sir:

I have a place between Taft and DePoe Bay and go back and forth over the Salmon river road nearly every week-end. I would therefore be glad to know when the short section between Valley junction and Grand Ronde will be rocked and will the Otis to Siletz river bridge section of the Coast highway and lower part of Salmon river road be oiled next year?

Thanking you in advance for this information,

I am

Yours very truly,

J Abbott

#1279
Polk Co

PR 159 B

November 12, 1931

Standard Accident Insurance Company,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Hanson & Tittle on contract No. 1270 for the construction of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County. This payment will be made on or after November 31st, 1931.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 39—F-21635—5M—5-31

OREGC STATE HIGHWAY DEPARTMENT

PR 159B

FIELD ENGINEER'S WEEKLY REPORT

Date October 19, 1931, 193

Job name Valley Junction Grand Ronde — Week from Oct 11 to Oct 17

Grading — Mail address Oceanlake, Ore.

Highway Salmon River — Telegraph or telephone address

County Polk — Job prefix 27PF — Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party remeasured rip rap on Monday Oct 12.

Worked on distribution of yardage for profile two days. Did not complete the profile as expected at the end of the week. Quantities are all computed and checked.

RECEIVED
OCT 21 1931
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

(See back of this sheet for instructions and detailed information)

Signed [signature]

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project 1.85

Miles completed 1.85

Miles completed except finishing 0.00

Total cubic yards in project 28117.4

Cubic yards moved to date "

Miles covered by contractor's forces

Miles cross-sectioned 1.85

Miles cross-sections completed and checked 1.85

Miles to be remeasured 0.00

Number men in Engineering Party

Contractor's average force for week 00 *men,*

teams, *steam shovels*

Grading work will be completed about Completed Oct 10

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 0.5

Miles completed 0.5

Miles partially done

Total cubic yards in project 1384

Cubic yards produced to date 1384

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about completed

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 27PF *Percentage* 50
2. 21PN *Percentage* 100
3. *Percentage*
4. *Percentage*

#1287
P.S.& C.

PR 1598

September 14, 1951

Indemnity Insurance Company of North American,
Chas. H. Sexton Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1287 for the construction of a bridge over the South Yamhill River on the Salmon River Highway in Polk County has been completed by the contractors, Roberts & Horsthotte, and that final settlement will be made by the State with said contractors for work done under said contract on or after September 24th, 1951.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $9,405.32 including the final payment. Of this amount $5.00 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

A4pr 9934

Form P. R. 2

EMERGENCY
FEDERAL AID

State ....Oregon.....
Project No. ....159, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of July, 1931

by and between The State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of October, 19 30, a project statement, which was approved by the Secretary on the 9th day of November, 19 30, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 1st day of April 19 31, and approved by the Secretary on the 14th day of August, 19 31; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twelve thousand, two hundred fifty-six and 20/100

dollars ($ 12,256.20) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $12,256.20, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds" shall be met from funds available to the State Highway Department under Chap. 175, Laws of 1917, and Chap. 21, Laws of 1920.

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 0+26.3 at a point on the Federal Aid road near Valley Junction in the S.W.¼ of Sec. 8, T. 6 S., R. 7 W., W.M., and survey station 96+26.8 near Grande Ronde at the east end of Section A of said project in the S.E.¼ of Sec. 12, T. 6 S., R. 8 W., W.M., _____

_____

_____ terminal points, a distance of 1.818 miles, known locally as the Grande Ronde - Valley Junction section of the Salmon River Highway between a point on the Federal Aid Road near Otis and a point on the Federal Aid road near Valley Junction, Polk County, being Oregon Emergency Federal Aid Project No. 159, Section B, consisting of 1.795 miles of roadway, and one bridge of more than 20 ft. clear span 0.023 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $13,464.00, Federal Aid $6,732.00; one bridge, approved estimate $11,048.40, Federal Aid $5,524.20.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of Section B of twelve thousand, two hundred fifty-six and 20/100 dollars ($ 12,256.20), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-four thousand, five hundred twelve and 40/100 dollars ($ 24,512.40 Section B of), the approved total estimated cost of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____

(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the .....;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 11a.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 14th day of August, 1931

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By W D Lynch
Member, State Highway Commission
(Title of officer)

[SEAL] By .....
Member, State Highway Commission.
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] .....
Acting *Secretary of Agriculture*

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0+26.3 at a point on the Federal Aid road near Valley Junction in the S.W.¼ of Sec. 8, T. 8 S., R. 7 W., W.M., and survey station 96+26.8 near Grande Ronde at the east end of Section A of said project in the S.E.¼ of Sec. 12, T. 6 S., R. 8 W., W.M., locally known as the Grande Ronde — Valley Junction section of the Salmon River Highway between a point on the Federal Aid road near Otis and a point on the Federal Aid Road near Valley Junction, Polk County, and designated in the records of this Department as Project No. 159 Emergency Federal Aid / Section B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 24,512.40 as the total estimated cost of Section B of said project, and the sum of $12,256.20 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of Section B of said total estimated cost.

Done at the city of Washington, this 14th day of August one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

C. W. Pugsley

Acting *Secretary of Agriculture.*

Cms

1287

PR 1-9B

June 5, 1951

Roberts & Morshatts,
451 American Bank Bldg.,
Portland, Ore.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over South Yamhill River near Grande Ronde on the Salmon River Highway in Polk County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBQ:AJ

PR 159B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

June 1, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 159-B, Grande Ronde-Valley Junction, grading.

This contract was let on April 2 to Harmon & Tittle and during a recent inspection it was found that excavation did not start until May 27, when a dragline and two trucks were started. The percentage complete on this grading is only 3%, while 37% of the contract time has elapsed. It is suggested that this be called to the contractor's attention with the request that the work be speeded up and more equipment be put on if deemed necessary.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
JUN 2 1931
OREGON
STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

Copy handed to Clarke
Rock.

PR 159B

May 13, 1931

Roberts & Horsthotte
413 American Bank Building
Portland, Oregon

Gentlemen:

We are returning to you today, under separate cover, four copies of the contract recently awarded you by the State Highway Commission for the construction of a bridge over the South Yamhill River on the Salmon River Highway in Polk County.

We have had the bond furnished by you examined by the State Insurance Commissioner and he will not approve it until it has been signed by an authorized resident agent of the company. Will you please have this done? We also call your attention to the fact that you have not signed it as principal on the bond on page 184. Both contract agreement on page 182 and the bond on page 184 should be signed by both Mr. Roberts and Mr. Horsfotte, this is one of our established requirements. Please see that this is done.

We also call to your attention that the bonding company in affixing their seal have placed this on the wrong page in three of the contract copies, the seal having been placed on page 183 when it should have been affixed on page 184.

When the above corrections have been made return all four copies to this office for completion by the Highway Commission. We will then furnish you with an executed copy of the contract for your records and files.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBC:W

Form 30—E-18703—2M—10-30

PRISTK

NOTED

Asst. Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 11th 1931, 193

Job name Valley Junction- Grand Ronde. Grading

Week from May 3 to May 9th.

Highway Salmon River

Mail address Oceanlake, Oregon.

County Polk Job prefix 27PF.

Telegraph or telephone address "

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party worked three days on this section, setting slope stakes from sta. 0 00 to 56 00

Clearing crew started first of week.

RECEIVED
MAY 1 1931
OFFICE OF
CHIEF ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed R. E. Hodge

Title Asst. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.85

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 25500

Cubic yards moved to date 0

Miles covered by contractor's forces 0

Miles cross-sectioned 1.1

Miles cross-sections completed and checked 0

Miles to be remeasured 1.85

Number men in Engineering Party 4

Contractor's average force for week ..... 8 ..... men,

..... 0 ..... teams, ... 0 ..... steam shovels

Grading work will be completed about ..... sept. 1st .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... 27PF ..... Percentage ..... 50 .....
2. ..... 21PN ..... Percentage ..... 50 .....
3. ..... Percentage .....
4. ..... Percentage .....

PP 154-15.

May 11, 1931.

Mr. E. E. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Grand Ronde-Elgin Junction Section, Emergency Project No. 150-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. E. Probert,
Office Engineer.

Encls. by J. E. Kuhl/
Encls.

Oregon State Highway Department — Emergency Project No. 138-B

SALEM-DALLAS JUNCTION OF
THE SALMON RIVER HIGHWAY TO FALLS CITY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, May 7, 1931.

Roadway

All Required	Clearing and Grubbing		$ 250.00
25,000 cu. yds.	Excavation, Single Classification	$0.21	5,250.00
32,000 yds. sta.	Overhaul	0.01	320.00
800 yds. min.	Trunk Haul	0.20	160.00
1,800 cu. yds.	Gravel Topping	2.00	3,600.00
10 cu. yds.	Class "B" Concrete	40.00	400.00
250 cu. yds.	Riprap	1.50	375.00
200 cu. yds.	Rock or Gravel Backfill	2.00	400.00
1,000 lin. ft.	6" Vitrous Drain Tile	0.30	300.00
200 lin. ft.	12" Concrete Pipe	1.10	220.00
200 lin. ft.	18" Concrete Pipe	2.25	450.00
100 lin. ft.	24" Concrete Pipe	3.05	305.00
	Sub-total, roadway		$ 12,240.00
	10% Engr. & Cont.		1,224.00
	Total, roadway		$ 13,464.00

Yamhill River Bridge

120 cu. yds.	Excavation	$ 5.00	$ 600.00
15 cu. yds.	Excavation below plane	2.00	30.00
208 cu. yds.	Class "A" Concrete	19.00	3,914.00
108 cu. yds.	Class "B" Concrete	16.00	1,696.00
64,000 lbs.	Metal Reinforcement	.046	2,880.00
284 lin. ft.	Concrete Handrail	3.50	988.00
All Required	Remove old bridge		125.00
	Sub-total, bridge		$ 10,044.00
	10% Engr. & Cont.		1,004.40
	Total, bridge		$ 11,048.40

Length of Project, gross 1.818 miles
Length of Yamhill River Bridge 122 ft. .023 miles
Length of Project, net 1.795 miles

Cost per mile, roadway $7,500.83
Estimated percentage of work to be completed on Sept. 1, 1931 - 100%

[redacted]

Item	Total Cost	Federal Aid		[redacted]
Roadway	$12,464.80	$6,732.00	(50%)	$6,732.80
Bridge	[redacted]	[redacted]	(50%)	[redacted]
	$24,512.40	$12,256.20		$12,256.20

State Funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

May 1, 1931

PR 1-9B.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to Oregon Emergency Federal Aid Project No. 159-B, the bids for the Yamhill River Bridge being opened April 30, 1931.

You are hereby advised of our prior concurrence in the award of the contract to Roberts and Horstkotte, who submitted the low bid of $10,044.00.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott,
Sr. Highway Engineer.

PR 1-5-13.

May 1, 1951.

Bauman & Tittle,
1566 Willamette Street,
Eugene, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Grand Ronde-Valley Junction Section of the Salmon River Highway in Polk County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HC

Encl.

Form 30—E-18703—2M—10-30

PR 159 R

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date April 27 1931, 193

Job name Valley Junction - Grand Ronde. grading

Week from April 19 to April 25

Highway Salmon River

Mail address Oceanlake, Oregon.

County Polk Job prefix 27PF.

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractors have not started work to date.

Fences are being moved to right of way lines.

RECEIVED
APR 28 1931
STATE OF

(See back of this sheet for instructions and detailed information.)

Signed B. C. Johnson

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PP1578

April 24, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans for the Grand Ronde-Valley Junction Section, Project No. 158-B. We are likewise sending, under separate cover, five blueprint copies of Sheets Nos. 5 and 6 which have been revised. Please substitute these prints in the plans which were previously sent.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/MH.

encl.

Oregon State Highway Department — Emergency Project No. 1[illegible]-B.

GRADE, BOSTS-FALLEN JUNCTION SECTION

OF THE SALMON RIVER HIGHWAY IN POLK COUNTY.

(Estimate with Ymhill River Bridge plans. Not as basis for Project [illegible])

Salem, Oregon, April 24, 1931.

Grading. (Contract Prices)

All Required		Clearing and Grubbing		$ 300.00
25,800 cu. yds.		Excavation, Single Classif.	$.22	5,676.00
32,000 yd. sta.		Overhaul	.02	640.00
800 yd. mi.		Trunk Haul	.30	240.00
1,500 cu. yds.		Gravel Topping	2.00	3,000.00
10 " "		Class "C" Concrete	40.00	400.00
250 " "		Riprap	1.50	375.00
200 " "		Rock or Gravel Backfill	2.00	400.00
1,000 lin. ft.		8" Perous Drain Tile	.30	300.00
200 " "		12" Concrete Pipe	1.10	220.00
200 " "		18" " "	2.25	450.00
160 " "		24" " "	3.05	488.00
		Sub-total		$12,040.00
		10% Engr. & Cont.		1,224.00
		Total		$13,464.00

Ymhill River Bridge

150 cu. yds.	Excavation	$2.00	$ 300.00
15 " "	" below plans	5.00	75.00
206 " "	Class "A" Concrete	24.00	4,944.00
106 " "	" "B" "	24.00	2,544.00
64,000 lbs.	Metal Reinforcement	.05	3,200.00
254 lin. ft.	Concrete Handrail	5.00	1,270.00
All Required	Remove Old Bridge		200.00
	Sub-total		$12,533.00
	10% Engr. & Cont.		1,253.30
	Total		$13,786.30

Length of Project, Including Bridge 1.813 miles
" " Ymhill River Bridge, 122 feet .023 "

" " Project, Excluding Bridge 1.795 "

Cost per mile, $7,800.83

Estimated percentage of work to be completed on September 1, 1951, 100%.

REMARK

Item	Total Cost		External Aid		REMARK Advance Funds
Bombay Bridge	$13,464.00		$ 6,732.00	(50%)	$6,732.00
	13,766.50		6,892.25	(50%)	6,892.25
	$27,230.50		$13,625.25		$13,625.25

April 10, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate of bonds for project agreement, covering the Grand Ronde Valley Extension, Section, Project No. 159-B.

Very truly yours,

GUY A. KLEIN,
State Highway Engineer.

By

E. E. Probert,
Office Engineer.

Dict. by J. W. Nash/EE.

enc.

Oregon State Highway Department — Emergency Project No. 180-B

GRADE BOOTH-FALLEN JUNCTION SECTION

OF THE SALMON RIVER HIGHWAY IN POLK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 8th, 1931.

All Required				
25,800	cu. yds.	Clearing and Grubbing		$ 300.00
21,000	yds. class.	Excavation, Single Classification	$0.22	5,610.00
800	yds min.	Overhaul	0.02	640.00
1,000	cu. yds.	Trunk Haul	0.30	240.00
10	cu. yds.	Gravel Topping	2.00	2,000.00
200	cu. yds.	Class "G" Concrete	40.00	400.00
500	cu. yds.	Riprap	1.80	375.00
1,000	lin. ft.	Rock or Gravel Backfill	2.00	400.00
300	lin. ft.	6" Vitrous Drain Tile	0.30	300.00
200	lin. ft.	12" Concrete Pipe	1.10	220.00
100	lin. ft.	18" " "	2.25	450.00
		24" " "	3.05	305.00

Sub-total.....	$12,240.00
10% Engr. & Cont.....	1,224.00
Total.....	$13,464.00

Length of Project, including bridge 1.818 miles
Length of Yamhill River Bridge 112 ft. .022 "
Length of Project, net 1.796 "
Cost per mile $7,500.86
Estimated percentage of work to be completed on Sept. 1st, 1931. 100%

Federal Aid Requested	$6,732.00
Emergency Advance Funds Requested	6,732.00
Total	$13,464.00

State Funds for Construction: Chapter 175, Laws 1917; Chapter 21, Laws 1930.

State Funds for Maintenance: Chapter 41, Laws 1927.

PR 159B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

April 2, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence today in the award of contract on Oregon Federal Aid Project No. 159-B to Harmar and Little, Eugene, Oregon, who submitted the low bid of $12,240.00 .

Very truly yours,

W. H. LYNCH
District Engineer

PR 159B

PR #

March 30, 1931.

Mr. Arnold Sunny
150 West 5th Street,
Albany, Oregon.

Dear Sir:

Reference is made in regard to your recent inquiry as to the acceptability of gravel from the Ramhill River for use in the construction of temporary surfacing or gravel topping on the Valley Junction-Grand Ronde Project, for which bids are to be received by the Highway Commission on April 2nd.

We have discussed this matter with the Division Engineer, Mr. Clarke, and he states that while he is not familiar with the particular source from which you have proposed to furnish the gravel, the most, if not all, of the gravel in the Ramhill River contains considerable quantities of soap stone, and, that, for that reason it does not qualify as a hard and durable material.

If the material that you have in mind furnishing contains any considerable quantity of soap stone, or shows an abrasion in excess of six per cent, it will not be acceptable for use.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prahert,
Office Engineer.

SHP:ER

PR 159B

March 26, 1931.

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

At the request of Mr. Davis, we have revised Sheets Nos. 4, 5 and 6 of the federal aid plans for the Grand Ronde-Valley Junction Section (Federal Aid Project No. 159-B) to show more definitely the highway right-of-way boundaries.

Five blueprint copies of each of the sheets mentioned are being sent to you under separate cover. These copies should be substituted for the copies which were included in the plans as first submitted.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:MK

PW 1510

March 8th, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate contemplating plans and five bid proposals for the Grand Ronde-Valley Junction Section, Emergency Project No. 1508. Five blueprint sets of plans for this work are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. V. Lynch/MM.

encl.

Oregon State Highway Department — Emergency Project No. 1(8)-A

[illegible] FEDERAL AID PROJECT

OF THE SALMON RIVER HIGHWAY IN LINN COUNTY

(Estimate with plans. Not on basis for project agreement.)

Salem, Oregon, March 24, 1931.

All Required			
25,000 cu. yds.	Clearing and Grubbing		$ [illegible]
25,000 cu. yds.	Excavation, Single Classification	0.40	10,000.00
800 lin. ft.	Culvert	0.60	480.00
1,000 cu. yds.	Trench Rock	1.10	110.00
20 cu. yds.	Culvert Tapering	4.00	80.00
800 cu. yds.	Class "C" Concrete	15.00	12,000.00
800 cu. yds.	Riprap	4.00	3,200.00
1,000 lin. ft.	Rock or Gravel Backfill	0.50	500.00
800 lin. ft.	6" Perma Spun Pile	0.50	400.00
800 lin. ft.	12" Concrete Pipe	0.50	400.00
800 lin. ft.	15" Concrete Pipe	0.60	480.00
800 lin. ft.	24" Concrete Pipe	4.00	3,200.00
	Sub-total		$ [illegible]
	10% Engr. & Contg.		[illegible]
	Total		$ [illegible]

Length of Project, including bridge	2.810 miles
Length of Thehill River Bridge 1431 ft.	.268 "
Length of Project, net	2.542 "
Cost per mile	$12,818.49

Estimate per cent of work complete on Sept. 1, 1931 — 100%

Federal Aid Requested	$11,875.70
Emergency Adv. Funds Requested	11,875.70
	$23,751.40

Oregon State Highway Department — Emergency Project No. 139-B

GRAND RONDE-VALLEY JUNCTION SECTION

OF THE SALMON RIVER HIGHWAY IN POLK COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, March 30, 1931.

All Required				
	Clearing and Grubbing			$ 2,400.00
25,000 cu. yds.	Excavation, Single Classification		0.40	10,000.00
22,000 yd. stns.	Overhaul		0.01	220.00
800 yd. min.	Truck Haul		0.15	144.00
1,000 cu. yds.	Gravel Topping		3.00	4,000.00
10 cu. yds.	Class "C" Concrete		30.00	300.00
200 cu. yds.	Riprap		4.00	1,000.00
200 cu. yds.	Rock or Gravel Backfill		2.00	400.00
1,000 lin. ft.	6" Perous Drain Tile		0.35	350.00
200 lin. ft.	12" Concrete Pipe		1.50	300.00
200 lin. ft.	15" Concrete Pipe		2.50	500.00
100 lin. ft.	24" Concrete Pipe		4.00	400.00
	Sub-total			$ 21,094.00
	10% Engr. & Cont.			2,103.40
	Total			$ 23,197.40

Length of Project, including bridge	1.818 miles
Length of Rickhill River Bridge 122 ft.	.023 "
Length of Project, net	1.795 "
Cost per mile	$13,012.47

Estimate per cent of work complete on Sept. 1, 1931 — 100%

Federal Aid Requested	$11,598.70
Emergency Adv. Funds Requested	11,598.70
	$23,197.40

CONTRACT #1280,

PR 155-A Nye-Pilot Rock 1931

1280 Folder # 2

OR155a

November 25, 1932

Mr. H. E. Schmeer
685 E. 12th St. N.
Portland, Oregon

Dear Sir:

I have had the matter of the claims of the Pendleton Iron Works and the Taylor Hardware Company against you reviewed very carefully by Mr. Devers, the attorney, and Mr. H. G. Smith, the construction engineer, and I would sum up the situation as follows:

These accounts are representative of an injustice that has been perpetrated against the merchants for many years in which the Highway Department has probably not taken enough action. Many contractors and subcontractors are unable to finance their operations without credit from the merchants, and while these merchants learn from bitter experience that they do not have full protection under the contractor's bond, they are usually persuaded to give some credit, with the result that they are frequently unable to collect for those items which they mistakenly assumed would be regarded as supplies rather than equipment.

From the letter of Attorney Hauts, it seems that the Aetna Casualty and Surety Company refused to pay these claims on Mr. Stevenson's statement that they were for the purchase of equipment which would last beyond the single job or for permanent repairs to equipment which enhanced its value. It is almost impossible for merchants to identify such items as shovels and brooms and secure definite testimony that they were worn out on a job, and it is also difficult to draw a clear line of demarcation between casual repairs to equipment and those of a more permanent nature enhancing its value.

The account of the Pendleton Iron Works is quite clearly work necessary to modify or repair the equipment to fit this particular job in question and, in my opinion, would add no permanent value to the capital account of the sub-contractors or contractors.

The account of the Taylor Hardware Company is for small tools and equipment such as shovels, brooms, small pieces of belting, etc., which the contractor must charge off against the job and which would not enhance his capital account. A small salvage value might remain after the job for some of these individual items, but unless the next job was of exactly the same nature, many of them would have little value.

In both of these instances I consider that you as the contractor received full benefit for all of the work of the sub-contractor. Furthermore, you should have full knowledge of the experience and equipment of the sub-contractor when you assign him to that portion of the work.

In my opinion the dodging of these issues, leaving the merchants in the various communities holding the sack, discredits the reputation of the State Highway Commission for employing irresponsible contractors. By an extreme technicality of the law these payments might be avoided.

We have given you reasonable opportunity to settle these obligations and you have taken refuge in a legal subterfuge to evade your moral responsibility and, therefore, I must again advise you that unless your record is clear on or before the first of the year, I will be obliged to recommend to the State Highway Commission that you be disqualified for bidding on state highway work.

Very truly yours

State Highway Engineer

RHB:HI

cc Leslie M. Scott
H. B. Aldrich
Carl G. Washburne

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

HWAY COMMISSION

EM

1, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Dear Sir:

Regarding the claim of the Pendleton Iron Works and Taylor Hardware Company against H. E. Schmeer, incurred by Anderson and Newman their sub-contractors on the Nye-Pilot Rock Section.

From the letter of Attorney Mautz it seems that the Aetna Casualty and Surety Company refuse to pay these claims on Mr. Stevenson's statement that they were for the purchase price of equipment which would last beyond this single job; or for permanent repairs to equipment which enhanced its value. On these grounds it is possible that the Aetna company could successfully defend a suit. It is my experience that merchants have found it impossible to win in such suits as they cannot identify such items as shovels and brooms and secure definite testimony that they were worn out on the jobs and it is also difficult to draw a clear line of demarkation between casual repairs to equipment, and those of a permanent nature enhancing its value.

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These two accounts are representative of an injustice perpetrated against the merchants for many years which the Highway Department has taken no action to remedy. Many contractors and sub-contractors are unable to finance their operations without credit from the merchants and while these merchants have learned from bitter experience that they do not have full protection under the contractors'

...SCOTT, CHAIRMAN, PORTLAND
...ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. E. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 14, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

Regarding the claim of the Pendleton Iron Works and Taylor Hardware Company against H. E. Schmeer, incurred by Anderson and Newman their sub-contractors on the Nye-Pilot Rock Section.

From the letter of Attorney Mautz it seems that the Aetna Casualty and Surety Company refuse to pay these claims on Mr. Stevenson's statement that they were for the purchase price of equipment which would last beyond this single job; or for permanent repairs to equipment which enhanced its value. On these grounds it is possible that the Aetna company could successfully defend a suit. It is my experience that merchants have found it impossible to win in such suits as they cannot identify such items as shovels and brooms and secure definite testimony that they were worn out on the jobs and it is also difficult to draw a clear line of demarkation between casual repairs to equipment, and those of a permanent nature enhancing its value.

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These two accounts are representative of an injustice perpetrated against the merchants for many years which the Highway Department has taken no action to remedy. Many contractors and sub-contractors are unable to finance their operations without credit from the merchants and while these merchants have learned from bitter experience that they do not have full protection under the contractors'

bond, they are usually persuaded to give some credit with the result that they are frequently unable to collect for those items which they mistakenly assumed would be regarded as supplies rather than equipment.

In this instance I consider that the contractor received full benefit for all the work of the sub-contractor. He should have had full knowledge of the experience and equipment of the sub-contractor when he assigned him that portion of the work, and therefore if he expects to continue his relations with the merchants and the State Highway should be ready to assume these local favors, which reflect discredit on his reputation as a contractor and to a certain extent the State Highway Department for employing irresponsible contractors.

Mr. Schmeer has been given a reasonable opportunity and has promised to settle these obligations but has taken refuge in a legal subterfuge to evade his moral responsibilities, therefore I recommend that he be disqualified from bidding on State Highway work.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

CC to
R. H. Baldock

...SCOTT, CHAIRMAN, PORTLAND
...B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 1, 1932

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. G. Smith
Construction Engineer
O f f i c e

Dear Sir:

Will you please examine this claim and advise me of your recommendations with reference to the amount that Schmeer & Williams actually owe these men so we can get this matter settled?

Very truly yours

R H Baldock

State Highway Engineer

RHB:HI

...SCOTT, CHAIRMAN, PORTLAND
...ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 19, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
O f f i c e .

Dear Sir:

I am returning herewith the letter written to you by Mr. H. E. Schmeer, also the letter and bills attached thereto, which letter was written by Mr. Mautz, all of which matters pertain to the contract of H. E. Schmeer for construction work on the Nye-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

It appears from this correspondence that the claims in controversy are these:

Claim of Pendleton Iron Works in the sum of	$177.16
Claim of The Taylor Hardware Company	$116.35

The law of this state is that the contractor and his surety are liable for the payment of all claims for labor and material incurred in the performance of the contract whether the claims are incurred by the contractor or his subcontractors.

A question arises oftentimes with respect to materials as to whether or not the materials were consumed in the work, or whether labor performed on equipment can be considered as labor performed on the job. The court has held that materials and tools which actually are consumed in the work come within the protection of the bond but tools and materials which have not been consumed but remain over to be used on some other job are not protected by the bond. The court has held too that labor for instance performed in the repair of equipment used by the job is protected by the bond if that labor is such that it does not add something permanent to the equipment, and the sharpening of tools for instance is labor which went into the work. The repair of a truck by reconstructing a wheel or an axle or some other part which is a permanent part of the truck and remains on the truck to go to some other job is not protected by the bond.

An examination of these two bills would indicate that a part of the bills at least would be construed as having been work or materials contributed to the job and there are other items which perhaps could not so qualify. It can not be exactly determined from a mere reading of these items which are within the protection of the bond and which are not. That is a question of fact that would require a personal examination or a personal inquiry into the several items.

Yours very truly

J. M. Devers

J. M. DEVERS PW.

JMD:PW

REFERRED TO
[illegible]
[illegible] State Highway Engineer

Portland, Oregon
August 10, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed please find letter from Mr. Mautz of the Aetna Casualty and Insurance Company in regards to Pilot Rock contract in which Stevenson and Anderson accounts are listed and showing how they were handled by the casualty company.

I am sorry that I have been so slow in getting this information for you, but due to Mr. Mautz being on his vacation and as he handles these cases, it was necessary to wait until his return.

I think we have everything necessary that you asked for which you were going to have Mr. Devers pass upon.

If there is anything further in the way of information in regards to these claims, I will be very pleased to get that information for you.

Hoping that this clears up our present difficulties, I am

Very truly yours
H. E. Schmeer

H. E. Schmeer

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

HES:GT

Enc. 1

23 2 breaking down scoops By Williams ~~3.00~~ 116.35

...nson, Anderson & Newman.

PENDLETON IRON WORKS

General Repair - Electric and Acetylene Welding

PENDLETON, OREGON

1931

July	1	assemble brush	7.50
		11 bolts 3/8 x 6	65
		Angle iron frame and assemble	23.65
		8 bolts ½ x 6	55
	2	Labor on sprinkler	4.50
		8 feet 2½" pipe & tee	8.35
	10	Shaft in gear	10.80
	11	Weld ends on 5 scarifier teeth	19.60
		140 lbs.2½"sq.tool steel	17.50
	14	Weld ends on 4 teeth	15.60
	16	Pressing gear on and off shaft	2.50
		Repair idler	3.00
	17	Forming angles	9.50
		68 lbs. angle iron	4.76
	25	Key seat shaft and make key	2.00
Aug.	1	Shaft in drum	13.50
	22	Remove gears	3.50
		Steel pin	1.20
		Shaft 2-3/16 x 32"	12.50
	28	Mount worm gear	5.00
Sept.	8	Press gear	1.50
		Shaft	9.50
			$177.16

		2- 14" do do do do	3.50
		1 spading fork	1.85
		1- 3" x 3½" nipple	.75
Sept	22	4-5/8" x 16 " Machine bolts	.95
		2 # washers	.30
	23	2 breaking down scoops By Williams	4.50
			116.35

...1931 193...

...MAIN STREET

1.75
6.30
.70
3.00
21.00
7.50
4.50
.75
2.00
3.00
2.25
.15
10.50
.50
1.50
8.00
.95
1.75
1.90
2.10
8.00
1.70
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The Taylor Hardware Company

INCORPORATED

No..... PENDLETON, OREGON Dec 1-1931 193.....

M
Stevenson & Anderson

Washougal, Wash.

Interest at 8 per cent after 60 days — 741 MAIN STREET

1931		*To Balance, Statement Rendered*	
June	22	1 steel push broom	1.75
		3 steel push brooms	6.30
		Telephone call to Baker, Oregon	.70
	30	2 shovels	3.00
July	1	12 No 105 push brooms	21.00
	3	50 ft ⅜" Cable	7.50
	6	3 spading forks	4.50
		blacksmith labor on forks	.75
	9	1-8 Qt canteen	2.00
		2 shovels	3.00
		4ft 6" x 2 " leather belt	2.25
		1 belt lace	.15
	11	70 ft ⅜" Cable	10.50
		2 broom handles	.50
		1 spading fork	1.50
	13	1-3" iron steam cock	8.00
		Express	.95
	16	1 roadside torch	1.75
	22	24 Sq.ft hardware cloth	1.90
		1-4" Black elbow	2.10
		4 roadside torches	8.00
	25	2 shovel handles	1.70
		30ft 5" Rubber belt	9 .00
		6 safety set screws	.45
	30	3- 16" wire brooms less handles	5.25
		2- 14" do do do do	3.50
		1 spading fork	1.85
		1- 3" x 3½" nipple	.75
Sept	22	4-5/8" x 16 " Machine bolts	.95
		2 ⅝ washers	.30
	23	2 breaking down scoops By Williams	4.50
			~~116.35~~

CARL V. MAUTZ
ATTORNEY AT LAW
318 YEON BUILDING
PORTLAND, OREGON

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

August 4th, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: A. E. Schmeer - Stevenson, Anderson & Newman

Dear Sir:

Mr. Schmeer has requested us to write you a letter outlining the claims made against Stevenson, Anderson & Newman, subcontractors under Schmeer on his contract on the Nye-Pilot Rock Section, Umatilla County, Oregon.

Last fall when we were advised of the insolvency of Stevenson, Anderson & Newman, we were presented with the following claims:

1. Standard Oil Company
2. Pilot Rock Lumber Company
3. Union Oil Company
4. Feenaughty Machinery Company
5. Howard Cooper Corporation
6. Braden Bell Equipment Co.
7. Washington County
8. Pendleton Iron Works
9. Taylor Hardware Company

All of these claims were settled with the exception of the claims of the Pendleton Iron Works, the Taylor Hardware Company and Washington County, drafts being issued by the Aetna Casualty & Surety Company who executed a bond running to Schmeer from Stevenson, Anderson & Newman. All accounts were settled except those of Washington County, Taylor Hardware Company and the Pendleton Iron Works, as stated before, and the Washington County account is now being negotiated for settlement.

This leaves two accounts which have not been settled for the reason that the surety does not consider itself or Mr. Schmeer liable for payment of same. To these two, we understand from Mr. Schmeer a third account has a[illegible]h is the account of the Braden Bell Equipment Company. Their claim [illegible] of equipment was settled by the Aetna Casualty & Surety Company, an[illegible] are claiming is the balance of a purchase price of a grader which Stev[illegible] Anderson & Newman returned to Braden Bell Equipment Company upon completion of their subcontract. The case of Fitzgerald vs. Neal 115 Oregon 103 clearly holds that the surety and the general contractor are not liable for the purchase price of equipment purchased by the subcontractor, and in the instant case, the grader has actually been returned to Braden Bell Equipment and is not in the possession of Mr. Schmeer, and this fact alone should be conclusive that

H. H. Baldcock
Re: H. L. Schmeer

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

the Braden Bell Equipment Company had been fully compensated on the sale of this grader.

As respects the accounts of the Taylor Hardware Company, and the Pendleton Iron Works, we feel that there is no liability under our bond for these accounts nor do we feel that Mr. Schmeer is liable by virtue of the case of Fitzgerald vs. Neal already cited. The Taylor Hardware Company account covers the purchase price of tools and equipment, and the account of the Pendleton Iron Works covers repairs on equipment. It is our understanding from Mr. Stevenson of Stevenson Anderson & Newman that the repairs performed by the Pendleton Iron Works enhanced the value of the machinery repaired, and outlived the contract for which reason we felt that no liability attached to either Mr. Schmeer or his surety. The courts of every state have been nearly unanimous in their decisions to the effect that the purchase price of tools or equipment by a subcontractor is not a liability against the general contractor or his surety. For these reasons we felt that these two accounts were not liabilities against Mr. Schmeer or his bond and if you can cite decisions to the contrary, we will be pleased to carefully read any of the decisions you cite and give the matter further consideration.

Yours very truly,

Carl V. Mauty

CVM:mi

July 30, 1932.

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are inclosing herewith four copies of final voucher covering the Rye-Pilot Rock Section, Project No. 155-A in the amount of $7,855.33.

In the preparation of this voucher it was noted that the item of "7.9 miles Salvaging Surfacing Materials" was used previously as the amount of work done prior to August 31, 1931. For the reason that the correct amount for this item should be 7.8 miles, a small reduction has resulted in the work done prior to August 31, 1931. However, delayed costs for engineering incurred prior to the above date are sufficient to offset the reduction in the estimate and accordingly there will be no reduction in the amount of emergency advance funds requested.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EK
Incls.

J-390

FORM S-14-1 5004 500 12-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. S. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

30 6H
PR 155A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

NOTED
State Highway Engineer

May 9, 1932.

RECEIVED
MAY 10 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. J. N. Bishop.

Dear Sir:

Reference is made to your letter of May 7th relative to reoiling on the Pilot Rock-Pendleton Section of the Oregon-Washington Highway. You mentioned our order as submitted on 30 MN-104 calling for 6.3 miles of reoiling, specification O-31, which however according to our copy of the above order retained in this office, calls for 6.3 miles of road mix at $1,000.00 per mile, or a total of $6,300.00. This order contemplates a road mix similar to that specified in your letter, that is, to a depth of two inches with an O-31 type seal.

The order as submitted does not detail very clearly the specification contemplated on this order, merely 6.3 miles of road mix, the specification being left blank in order to allow the Salem office to specify whether a No. 2 road oil or light cutback asphalt be used. Considering the above I should think the order as submitted calling for 6.3 miles of road mix would suffice.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By: W. W. Stiffler
W. W. Stiffler,
Office Engineer.

WWS:OW

cc R. H. Baldock.

#1281

OR 155

May 6, 1932

Mr. Maurice G. Roy
Pilot Rock, Oregon

Dear Sirs

This acknowledges receipt of your letter of May 5 inclosing itemized bill for material and parts furnished Stevenson & Anderson, subcontractors under H. E. Schmeer to whom was awarded Highway Contract No. 1280 for the construction of the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, which claim is in the sum of $95.55.

Inasmuch as this claim was previously filed in this office, per our acknowledgment to you under date of April 19, and the surety and contractor have been notified of its existence, we are merely placing this additional copy in our files for further record.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jn

Chevrolet Automobiles | Service | Tires and Accessories

Maurice Roy Garage

Maurice G. Roy, Proprietor
PILOT ROCK, OREGON

RECEIVED
MAY 6 - 1932
OREGON
STATE HIGHWAY COMMISSION

May 5, 193_

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed find our itemized bill against H. E. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

Yours very truly,

MAURICE ROY GARAGE

By L M Boyles

LMB:B

ANSWERED
H. B. G.

MAURICE R[illegible]Y GARA[illegible]

M. G. ROY, Proprietor
PILOT ROCK, OREGON

WASHING - GREASING - ACCESSORIES
GAS - MOTOR OILS - BATTERIES
TIRES TUBES - STORAGE

Authorized CHEVROLET Dealer

Sold To Stevenson & C
Subcontractors,

TERMS: Net Cash. Bills due and payable 10th of following month.

DATE		CHARGE	
Sept.	26	Forward	
	26	radiator flush	
	29	welding on fork	
Oct.	12	1 spring leaf	2[illegible]
	12	1 gal. E. oil 1.40, labor on spring 1.50	2[illegible]
	15	On acct.	

MAURICE ROY GARAGE

M. G. ROY, Proprietor
PILOT ROCK, OREGON

WASHING - GREASING - ACCESSORIES
GAS - MOTOR OILS - BATTERIES
TIRES TUBES - STORAGE

Authorized CHEVROLET Dealer

TERMS: Net Cash. Bills due and payable 10th of following month.

Sold To Stevenson & Anderson
Subcontractors under H. E. La

19 DATE			CHARGES	CREDITS	BAL
Sept.	26	Forward			
	26	radiator flush	50		
	29	welding on fork	75		1
Oct.	12	1 spring leaf	2 90		
	12	1 gal. E. oil 1.40, labor spring 1.50	2 90		
	15	On acct.		1 00 00	9

MAURICE R[illegible]Y GARAGE

M. G. ROY, *Proprietor*
PILOT ROCK, OREGON

PHONE 18

WASHING - GREASING - ACCESSORIES
GAS - MOTOR OILS - BATTERIES
TIRES TUBES - STORAGE

Authorized CHEVROLET Dealer

Sold To Stevenson & Anderson
Subcontractors under H. E. Lahmeer

TERMS: Net Cash. Bills due and payable 10th of following month.

19 DATE		CHARGES	CREDITS	BALANCE
Sept. 26	Forward			188 50
26	radiator flush	50		
29	welding on fork	75		189 75
Oct. 12	1 spring leaf	2 90		
12	1 gal. E. oil 1.40, labor on spring 1.50	2 90		
15	On acct.		100 00	95 55

MAURICE R[illegible] GARAGE

M. G. ROY, Proprietor
PILOT ROCK, OREGON

PHONE 13

WASHING - GREASING - ACCESSORIES
GAS - MOTOR OILS - BATTERIES
TIRES TUBES - STORAGE

Authorized CHEVROLET Dealer

TERMS: Not Cash. Bills due and payable 10th of following month.

Sold To Stevenson & Anderson
Subcontractors under J. E. Schmeer

19 DATE		CHARGES	CREDITS	BALANCE
Sept.	1 Forward			154 85
	3 weld 2 cat. track links	8 00		
	3 gas tank of Presto-lite 1.50, labor on brakes .75	225		
	4 reline brakes 3.00, lining 1.20,	480		
	5 welding on shovel	15		
	8 welding 2 shovel track links	6 00		
	9 labor and welding on small shovel	350		
	9 welding	350		
	11 On acct.		1500	
	12 7 1/2 gas	157		
	14 weld clutch & brownt	100		
	15 2 trips to Orton shovel	500		
	16 1 Hercules head gasket 2.00 4 43/4 X 3 7/16 comp. rings 1.40, 1 oil ring .75, telegram .48, align rod .75, 15 hrs. labor 22.50, 4 Heavy Duty spark plugs 4.00,	3185		
	17 welding	150		
	24 weld brace 1.00, labor 1.50	250		
	26 fit and align rods 4.50, 20 hrs. labor on Republic Truck 30.00, 1 1/2 gals Gl oil .90	3660		
	Forward			185 50

60

MAURICE ROY GARAGE

M. G. ROY, Proprietor
PILOT ROCK, OREGON

PHONE 13

WASHING - GREASING - ACCESSORIES
GAS - MOTOR OILS - BATTERIES
TIRES TUBES - STORAGE

Authorized CHEVROLET Dealer

Sold To Stevenson & Anderson
Subcontractors under H.E. Latimer

TERMS: Net Cash. Bills due and payable 10th of following month.

19 DATE		CHARGES	CREDITS	BALANCE
Aug. 12	Forward			85.85
12	3 ft. of copper tubing .30; labor .75	1.05		
13	labor on vacuum tank	1.00		
17	1 rod 6 in. long by 1 1/4 in. diameter .75; labor .50; cotter keys .20	.95		
21	weld 2 cat. tracks	10.00		
21	Water Wagon: labor 1.00 bolt .50; tape .10	1.60		
22	1 1/2 hrs. labor on shovel	1.50		
23	weld pulley	5.00		
26	Plymouth - 1 Air-Maze air cleaner	4.50		
26	welding on shovel track	4.00		
27	labor on speedometer	3.50		
27	1 1/2 gals. oil 2.10; 1 spark plug .75	2.85		
29	5 gas	1.05		
31	welding	1.50		
31	welding on wrench for sprinkler	.25		
31	3 leaf for spring	3.05		
31	new battery 3.00 labor on spring .75	7.75		136.40
Sept. 1	4 sheets emery paper .50; 2 files .75; 1 hr labor 2.50; 2 drips 4.00; welding 2.50	10.25		
	Forward			15.465

PHONE 11

MAURICE ROY GARAGE

M. G. ROY, Proprietor
PILOT ROCK, OREGON

WASHING - GREASING - ACCESSORIES
GAS - MOTOR OILS - BATTERIES
TIRES TUBES - STORAGE

Authorized CHEVROLET Dealer

Sold To Stevenson & Anderson
Subcontractors under H.E. Schmor

TERMS: Net Cash. Bills due and payable 10th of following month.

DATE		CHARGES	CREDITS	BALANCE
19				
July 21	Water Wagon: welding gas 2.00, coal .75 labor 2.75	7.50		
21	Plymouth: patches	.50		
28	labor on tire	.50		
29	Sprinkler: welding	.75		
29	welding on shovel governor	1.00		
29	water pump engine: welding	1.00		
30	Grader Brush: welding 2.00, labor 1.50, bolts .30	3.80		15.05
Aug. 3	1 bolt and nut .35	.35		
8	Plymouth: 4 pistons finished 11.80, 8 compression rings 2.40, 4 oil rings 2.00, 1 head gasket .50, pan gasket .25, manifold gasket .30, 1 hose clamp .10, 1 gal. oil 1.00, 4 spark plugs 3.00, rebore 12.00, labor 20.00, hose connection .20	57.05		
10	Elev. Towing: 1 gal. oil 1.00, gasket .65, grad valves 4.50, take up bearings 4.50	10.65		
10	Grader: braze casting	1.25		
19	Water Wagon: labor on carburetor	1.50		
	Forward			85.85

GR 155a

April 27, 1932

Aetna Life Insurance Company
Bates, Lively & Pearson, General Agents
Yeon Building
Portland, Oregon

Gentlemen:

We acknowledge receipt of your inquiry of the 25th inst. concerning the status of final payment to Mr. H. E. Schmeer under State Highway Contract No. 1280 for the construction of the Hye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County.

Inspection of our records shows that the warrant covering final payment for this work was mailed to the contractor on April 7, 1932. The records also disclose that the project was completed on October 17, 1931, which date is also considered as date of acceptance on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jn

#1280

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

RECEIVED
APR 26 1932
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, ORE.,
April 25, 1932

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Contract #1280 H. E. Schmeer - Oregon -Washington Highway, Umatilla County - Rye -Pilot Rock Section

Dear Sir:

Will you please advise whether final payment has been made H. E. Schmeer and also advise the date of completion and acceptance by the State of this contract.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Manty

CVM V

Final payment has been made. Work finished Apr. 7, 1932
Was completed Oct. 17, 1931.
Not accepted by Comm.

ANSWERED
H. B. G:

#1280

PR 156

April 19, 1932

Bates, Lively & Pearson
Agents, Southern Surety Company
Iron Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received from Henrice G. Roy at Pilot Rock, Oregon, Notice of Claim in the sum of $95.55 representing material and labor furnished Stevenson & Anderson, subcontractors to H. E. Schmeer to whom the State Highway Commission awarded contract for construction of the Rye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County.

This information is given you as you appear as surety on the bond furnished by Mr. Schmeer in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HEG:jn
c.c. Mr. H. E. Schmeer
685 East 12th St.
Portland, Oregon

enclosure

April 19, 1932

Mr. Maurice G. Roy
Pilot Rock, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your Notice of Claim against Stevenson & Andersen, subcontractors to H. E. Schmeer to whom the State Highway Commission awarded contract for construction of the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, which claim is in the sum of $95.55.

This claim is being placed on file and copy of same is being sent to the surety on Mr. H. E. Schmeer's bond which was provided for the protection of claims against this project.

It is noticed that you also directed copy of your notice to the Secretary of State in conformance with the provisions of Chapter 280, General Laws of Oregon for 1931.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jn

To the State of Oregon,The State Highway Commission, and the Secretary of State;-

Notice hereby is given that the undersigned,M.G.Roy of Pilot Rock,Oregon,has a claim for material and labor /as shown by attached statement in detail,in the sum of $95.55,being a balance due,against the bond taken by one H.E.Schmeer,contractor,of Portland,Oregon,from Southern Surety Company of New York,for work and supplies utilized upon a highway contract,upon what is known as the Nye-Pilot Rock section of the Oregon-Washington Highway,in Umatilla County,Oregon,which Schmeer contract was completed and the work accepted by the state October 17,1931.Schmeer furnished the bond,as principal contractor,as I am told,to the State Highway Commission,or to the State of Oregon,and the Southern Surety Company furnished the bond,as by law provided. I amd making this statement under chapter 280 Of the 1931 Oregon Laws. Dated April 14,1932.

Maurice G Roy

P.O.Pilot Rock,Oregon.

State of Oregon,
Umatilla County,Oregon. ss
W.O.Staver
I, [illegible], a Notary Public for Oregon, do hereby certify that on the 14th day of April,1932, personally appeared before me,Maurice G.Roy,who is known to me to be the identical person described in and who executed the foregoing statement,and did make oath that the facts therein set forth are true and correct.

W.O.Staver

Notary Public for Oregon.

My commission expires [illegible]

Sept.30,1933

To the State of Oregon, the State Highway Commission

and the Secretary of State, Salem, Oregon.

MAURICE ROY GARAGE

M.G.Roy, Proprietor.
Pilot Rock, Oregon.

Sold to Stevenson & Anderson. Suncontractors.

1931			Charges
July	27	Water Wagon, welding gas $3.00, steel .75 labor $3.75.	$ 7.50
	27	Plymouth, 2 patches.	.50
	28	Labor on tire.	.50
	29	Sprinkler: welding.	.75
	29	Welding on shovel governor.	1.00
	29	Water pump engine: welding.	1.00
	30	Grader Brush: welding $3.00, labor $1.50, bolts .30.	3.80
Aug.	3	1 bolt and nut .35	.35
	8	Plymouth: 4 pistons finished $14.80, 8 compression rings $3.40, 4 oil rings $2.00, 1 head gasket .50, pan gasket .35, Manifild gasket 1.30, 1 hot spot .10, 1 gal. oil 1.40, 4 spark plugs $8.00, rebore $13.00, labor $20.00, hose connection .30.	57.05
	10	Cher. Touring: 1 gal oil $1.00, gasket .65, grind valves $4.50, take up bearings $4.50,	10.65
	10	Grader: braze casting.	1.25
	12	Water Wagon: labor on carburetor.	1.50
	12	3 ft. of copper tubing .30, labor .75.	1.05
	13	Labor on vacuum tank.	1.00
	17	1 rod 6 in. long by 1¼ in. diameter .35 labor .50, cotter keys .30.	.95
	21	Weld 2 cat. trucks.	10.00
	24	Water Wagon: labor 1.00, bolt .50, tape .10	1.60
	24	1½ hrs. labor on shovel.	1.50
	25	weld pulley	5.00
	26	Plymouth, 1 Air-Waze, air cleaner	5.50
	26	Welding on shovel track.	4.00
	27	Labor on Speedometer.	3.50
	27	1½ gals. oil 2.10, 1 spark plug .75	2.85
	29	5 gas.	1.05
	31	Welding	1.50
	31	Welding on wrench for sprinkler	.25
	31	Top leaf for spring	3.05
	31	New battery $7.00, labor on spring .75	7.75
Sept.	1	4 sheets emery paper .50, 2 files .75, 7 hrs. labor $10.50, 2 trips $4.00, welding $3.50.	18.35
	3	Weld 2 cat. track links.	8.00
	3	Gas tank of Presto-lite 1.50, labor on brakes .75	2.25
	4	Reline brakes $3.50, lining 1.30.	4.80
	5	Welding on shovel.	.75
	8	Welding 3 shovel track links.	6.00
	9	Labor and welding on small shovel.	3.50
	9	Welding.	3.50
	12	ø 7½ gas.	1.57
	14	Weld clutch throwout.	1.00
	15	Strips to Orton Shovel	5.00
	16	1 Hercules head gasket 2.00 4-4 3/4 x 3/16 comp. rings $1.40, 1 oil ring .75, telegram .48, align rod .75. 1½ hrs. labor 2.50, 4 heavy duty spark plugs 4.00	31.88

Sept.	17	Welding.	$ 1.50	
	24	Weld brace 1.00, labor 1.50	2.50	
	26	Fit and align rods 4.50, 20 hrs labor on Republic Truck $30.00, 1½ gals.Koil $3.10	36.60	
	26	Radiator Flush.	.50	
	39	Welding on fork	.75	
Oct.	12	1 spring leaf.	2.90	
	12	1 gal. E. oil 1.40, labor on spring 1.50	2.90	
Oct.	15	On account.		$100.00
Sept.	11	On account.		75.00
		Balance.	95.55	

****

State of Oregon,
Umatilla County. ss

I,Maurice G.Roy,being first duly sworn,say;-I am the claimant in foregoing claim,know the contents thereof, and that the same are true ,as I verily believe;that the claim is a balance on account as shown therein,the $100.00 having been paid by H.E.Schmeer;that the work was done and the material furnished at the request of Stevenson and Anderson,subcontractors under Schmeer upon the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla county, Oregon,as shown in the foregoing statement,contract number 1280;that the foregoing statementis true and correct,and that the balance due,$95.55,is due,owing and unpaid to this claimant;that an effort has been made to collect from said original contractor and his bonding company,but that they refuse to pay,and that claimant is informed and believes that the subcontractors are bankrupt;that the labor and material set forth in the foregoing statement has been supplied by me, and that I am the owner of the claim,and that it is due me at this time;I am advised that the bond is furnished in this contract by the Southers Surety Company of New York,and that H.E.Schmeer resides in Portland,Oregon;that I am making this affidavit under the chapter 280 of the Oregon laws of 1931.

Maurice G Roy

Subscribed and sworn to before me this 14th day of April, 1932.

N.O. Staver

Notary Public for Oregon.

My commission expires [redacted].
Sept 30, 1933

#1280

PR 155a

April 14, 1932

Southern Surety Company of New York
Bates, Lively & Pearson, agents
Yeon Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received from Mr. Stephen A. Lowell, Attorney at Pendleton, Oregon, notice of the claims of the Pendleton Iron Works and the Taylor Hardware Company of Pendleton, Oregon, against H. E. Schmeer, being in the sums of $117.16 and $115.35 respectively, representing services rendered Mr. Schmeer in connection with the contract awarded him by the State Highway Commission for the regrading and surfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

This information is given you as you appear as Surety on the bond furnished by Mr. Schmeer in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HEG:ja
c.c. Mr. H. E. Schmeer
685 East 12th St. North
Portland, Oregon

April 14, 1932

Mr. Stephen A. Lowell
Attorney and Counselor at Law
Despain Block
Pendleton, Oregon

Dear Sirs

Acknowledgment is made of the receipt of your letter of the 13th inst. inclosing two affidavits of claims against H. E. Schmeer, being those of the Pendleton Iron Works in the sum of $177.16, and the Taylor Hardware Company in the sum of $116.35 for services rendered Mr. Schmeer in connection with the contract awarded him by the State Highway Commission for the regrading and surfacing of the Rye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, State Highway contract No. 1280.

We are today filing these claims in the proper records of this Department and in accordance with our usual practice we are notifying both the bonding company and the contractor that they have been received.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:jn

OFFICE OF STEPHEN A. LOWELL
ATTORNEY AND COUNSELOR AT LAW
DESPAIN BLOCK
PENDLETON, OREGON

RECEIVED
APR 14 1932
LEGAL DEPT.

April 13,1932.

State Highway Commission,

Salem,Oregon,

Secretary of State,

Salem,Oregon,

Gentlemen;-

Laws of 1931;Chapter 280.
****
Contract 1280 Nye-Pilot Rock Section of Oregon-Washington Highway in Umatilla County.

Herewith please find two affifavits for compliance with the requirements of the above chapter of the 1931 session laws of Oregon,-One by Pendleton Iron Works and one by The Taylor Hardware Company,each incorporated and having principal place of businessat Pendleton,Oregon,the postoffice address of each being Pendleton,Oregon. The work was done and the material furnished upon contract 1280,Nye-Pilot Rock Section of Oregon-Washington Highway in Umatilla County,Oregon,completed October 17,1931. H.E.Schmeer,original contractor.

Yours truly

S. A. Lowell

Attorney for Claimants.

ANSWERED
H. B. G.

Mr. Stevenson, Anderson & Newman,
Subcontractors
(H.E. Schmeer, Original Contractor.)
To

PENDLETON IRON WORKS

Dr.

General Repair - Electric and Acetylene Welding

PENDLETON, OREGON

741 MAIN STREET

30-1931 103

ctor.

1931				
July 1		Assemble brush	7 50	
		11 bolts 3/8 x 6	65	
		Aangle iron frame and assemble	23 65	
		8 bolts ½ x 3	55	1.75
	2	Labor on sprinkler	4 50	
		8 feet of 2½" pipe & tee	8 35	6.30
	10	Shaft in gear	10 80	
	11	Weld ends on 5 teeth	19 60	.70
		140 lbs. 2½" sq.tool steel	17 50	3.00
	14	Weld ends on 4 teeth	15 60	
	16	Pressing wheel off and on shaft	2 50	21.00
		Repair idler	3 00	
	17	Forming angle iron bands	9 50	7.50
		68 lbs. angle iron	4 76	4.50
	26	Key seat shaft & make key	2 00	
Aug.	1	Shaft in drum, 2" x 36"	13 50	.75
	28	Remove gears from shaft	3 50	2.00
		Steel pin	1 80	
		Shaft, 2-3/16" x 32"	12 50	3.00
	28	Remove worm gear from shaft	5 00	2.25
	8	Press gears on shaft	1 50	.15
		Shaft	9 50	10.50
			$177.16	

None of the foregoing paid. .50

State of Oregon
ss
Umatilla County

I, M.L. Akers, being first duly sworn, say; *I am president of the Pendleton Iron Works, a corporation; that I know the contents of the foregoing claim; that the same is true as I verily believe; and that there are no offsets or counterclaims to the same, and I verily believe. That the said $177.17 is now due, owing and unpaid by the debtors to the Pendleton Iron Works.

M.L. Akers

Subscribed and to before me this 13 day of April, 1932.

			1.50
			8.00
			.95
			1.75
			1.90
			2.10
			8.00
			1.70
			9.00
			.45
			5.25
	2-14" do do do do		3.50
	1 spading fork		1.85
	1-3" x 3½" Nipple		.75
Sept	21 4-5/8 x 16 Mach Bolts		.95
	2" washers		.30
	2 Breaking down scoops By Williams		4.50
			$ 116.85

The Taylor Hardware Company

INCORPORATED

No. .....

PENDLETON, OREGON, Nov 30-1931 193..

Sold

M Stevenson & Anderson

Subcontractors.

H.E. Schmeer, Original Contractor.

Interest at 8 per cent after 60 days — None of the following items paid. — 741 MAIN STREET

1931

To Balance, Statement Rendered

June	22	1 steel push broom	1.75
		3 do do do	6.30
		Telephone call to Baker Oregon	.70
	30	2 shovels	3.00
July	1	12 No 105 Push Brooms	21.00
	5	50 ft ¾ ⅜" Cable	7.50
	6	3 spading forks	4.50
		blacksmith labor on xxxxx forks	.75
	9	1-8Qt canteen	2.00
		2 shovels	3.00
		4ft 6" x 8" leather belt	2.25
		1 belt lace	.15
	11	70 ft ½ " Cable	10.50
		2 broom handles	.50
		1 spading fork	1.50
	13	1-3" iron steam cock	8.00
		express on do do	.95
	16	1 roadside torch	1.75
	22	24 Sq ft hardware Cloth	1.90
		1-4" black elbow	2.10
		4 roadside torches	8.00
	25	2 x shovel handles	1.70
		30ft 5" Rubber belt	9.00
		6 safety set screws	.45
	30	3-16" wire brooms less handles	5.25
		2-14" do do do do	3.50
		1 spading fork	1.85
		1-3" x 3½" Nipple	.75
Sept	22	4-5/8 x 16 Mach Bolts	.95
		2# washers	.30
		2 Breaking down scoops By Williams	4.50
			$ 116.35

State of Oregon,
Umatilla County. ss

I, ~~Wilson E.~~ Harold R. Brock, being first duly sworn, on oath do say that I am ~~president~~ Secretary of The Taylor Hardware Company, a corporation, of Pendleton, Oregon; that I know the contents of the within account, and that the same are true as I verily believe; that there are no just offsets or counterclaims thereto; and that the account is owned by said Taylor Hardware Company, incorporated.

Harold R. Brock

Subscribed and sworn to before me this 13th day of April, 1932.

Stephen A. Lowell

Notary Public for Oregon.

My commission expires July 10-1932.

#1283

PR 1559

April 2, 1952

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of March 31, enclosing certified copies of notice of claim filed by J. S. Reimer against H. E. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County; said claim being in the sum of $247.39.

As suggested by you, we are today forwarding copies of the notice to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

April 2, 1932

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Iowa Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed with the Secretary of State by J. A. Reimer, through his attorneys Raley, Raley & Warner of Pendleton, against H. E. Schmeer. The claim is in the sum of $247.29 and is for materials furnished and labor rendered in connection with State Highway Contract No. 1280, awarded to Mr. Schmeer, for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc H. E. Schmeer
685 E. 12th St. No.
Portland, Oregon

...Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 2 1932
OREGON
STATE HIGHWAY COMMISSION

March 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Raley, Raley & Warner, Attorneys, Pendleton, Oregon, and filed as of this date, a notice of claim by J. S. Reimer, proprietor of Reimer's Garage, for labor and materials furnished in the sum of $247.39 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway contract No. 1280.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

To the State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, the State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, as the sole proprietor of Reimer's Garage of Pilot Rock, Oregon, has a claim for materials furnished and labor rendered in the sum of $247.39 against the bond taken from H. E. Schmeer, as principal and Southern Surety Company of New York as surety, for the sum of $50,545.85, to secure the full and faithful performance by the said H. E. Schmeer of all of the terms, provisions, conditions of that certain contract made and entered into between the said H. E. Schmeer and the State Highway Commission of the State of Oregon on the 3rd day of April, 1951, which said contract is an agreement for the regrading and surfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, and which said contract is numbered 1280. That hereto attached, marked Exhibit A and by reference in all of its parts made a part hereof is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplication this 24th day of March, 1952.

J. S. REIMER
As sole proprietor of Reimer's Garage.

Subscribed and sworn to before me this 24th day of March, 1952.

C. E. BURNETT
Notary Public for Oregon
My commission expires: Oct. 14, 1952

(SEAL)

* *

EXHIBIT A

STEVENSON & ANDERSON

to

REIMER'S GARAGE

1951				
Apr.	22	7 gas - Ford sedan	1.51	
	22	7 gas	1.51	
	23	5 gas	.65	
	23	5 gas	.65	
	24	5 gas	1.08	
	24	Charge battery	.75	
	24	6 gas 1.29 1 oil .25	1.54	
	27	7 gas 1.51-5 oil .75	2.26	
	28	Cut length out of chain	.50	
	28	5 gas	1.08	
	28	weld grader wheel	1.50	
	30	8½ gas 1.85 1 oil .25	2.08	
	30	grind valves, set points & clean carburetor 6.50		
		6 qts. oil 2..10 gas 1.94	10.54	
	30	gas 5	1.08	
	30	1/3 month storage for 3 cars at $3.00 per month	3.00	
May	1	5 gas	1.08	
	1	7 gas	1.51	
	2	5 gas. 1.08 welding .50 fix bushing .50	2.08	
	2	6 gas	1.29	
	2	5 gas 1.05 1 oil .25 Star touring	1.30	
	4	7 gas 1.51 1 oil .25	1.76	
	4	5 gas	.65	
	4	Welding bracket	3.00	
	5	make needle for carburetor-1 hr. labor	1.50	
	5	7 gas-Essex	1.51	
	7	1 used grease gun	3.50	
	7	On account		29.75
	7	5 gas	1.08	
	7	5 gas	1.08	
	9	Tighten bolts on grader	.25	

	11	Make needle for carburetor-3/4 hr.	1.00
	11	Welding and building up cast cap	2.25
	13	1-30x5½ tube	1.25
	13	Labor on centrifugal pump .50 welding .50	1.00
	13	52" of 2½" x 3/16" brake lining 4.85 installing .75 shovel	5.30
	15	drill out plug	.50
	16	Steam roller: repair poppet valve, grind valves, grind seat, put in new spring and make wrench-1½ hrs. 1.25 1 spring .60 2 key .10 brasing .30 gasket .75	4.10
	16	12 bolts .60 1 pin .10 1 key .15 1 spring 15. gasket .50	1.30
	18	plow steel 2.40 welding & cutting 6.75 4" pipe 1.10	10.25
	19	taking out can, put in petcock and pipe-labor 1.00 copper tubing .50 petcock .45	1.75
	20	drill holes	.80
	20	fit bushing	.50
	20	seal battery tops .50 build oil cans 1.00 copper tubing .50 1 petcock .45	2.25
	21	14 ft. secondary cable	.85
	21	30x5½ tube 1.15 small boot .25	1.40
	22	make breather connection 2.00 material .50	2.50
		Balance forward	58.59
May	22	Balance forward	58.59
	22	Brass shift supports	1.75
	26	Gas shovel: weld boom-labor and gas 5.00 reinforcing steel hickory with bolt 3.00	8.00
	26	Bore 2 holes in frame of truck 1.00 2 bolts .20	1.20
	27	Put handles on 2 rakes	2.40
	27	welding on shovel	1.50
	27	labor on generator	2.25
	27	weld plate	.75
	27	make pin for steamroller	.75
	28	1 main rear leaf 12.54 labor 1.50 2 clamps 1.00	15.04
	29	water truck: make plate and weld on water tank-welding and cutting 4.90 steel for plate .40 1 second hand valve and pipe 2.50	7.80
	29	free up hoise and put in wedges 3.00 welding .90	3.90
	29	labor on generator 2.45 1 relay cutout .75	3.20
	29	1 fuse	.05
	29	brasing and heating on dump body	1.10
	30	4 lbs. grease	1.00
	30	labor on generator 4.00 1 set brushes 1.50	5.50
	30	charge battery 1.00 acid .50	1.50
	30	welding on braces	3.00
Jun.	1	build up shaft for generator, time and set same	1.25
	1	4 lbs. grease	1.00
	2	welding on bed 3.50 iron 2.80 main spring leaf 13.21	19.51
	3	heat and bend frame	1.25
	3	head gasket	.50
	5	vulcanize 40x8 tube .75 3 holes .50 2 boots .70	1.95
	6	cutting [illegible] on cross member and washers	2.50
	6	1 spring [illegible] .85	.75
	6	Make axle	.75
	8	labor on [illegible]	.50
	10	1-30x5½ tube mounted	1.25
	10	stop cock and fitti[illegible]r gas line	1.00
	10	labor on carburetor and ignition	3.00
	11	drill 4 holes in 2 inch shaft	.75
	11	put handle in set screw wrench	.40
	12	welding on frame	.50
	12	labor on clutch	4.50
	15	fix tire	.75
	15	charge battery 1.00 4 days rental 1.00 1 ground strap .40 labor 1.00	3.40

	14	Credit		.75
	14	Solder radiator 3 hrs. 4.75 - gasket .50	5.25	
	15	7 gas	1.19	
	15	2 strips cut to camp 1.50 pull rear wheel and permatex inspection plate-1 hr. 1.25 permatex .10	2.85	
	15	repair horn	.75	
	17	Small shovels drill and make washers for universal joint	1.00	
	17	1 set of points 1.40-1 bushing 20 1 insulation for brush holder .55 1 used bearing .45 labor 2.50	4.90	
May Jun.	18	Tire repair	.50	
	18	Weld fender	.90	
	18	1 set of generator brushes .40 thread brake rods .25 use of shop 1.00	1.65	
	18	1 cutout 2.25 1 condenser 1.50 labor 1.00 1 box fuses .25	5.00	
	18	wire up horn .50 5 ft. wire .15	.65	
	18	Shovels remove lock nut on adjusting screw 2.50	2.50	
	18	Grind and face valves 12.50 fit new rings and take up bearing 18.00 total 28.50-less credit by labor 7.00-21.50 rings 7.20 head gasket 1.00 Ramcos 1.00	30.70	
	18	Small shovels drill out set screw; remove clutch and put in new key, tap holes and straighten arms, etc. 3.00 keystock .75	3.75	
	19	2 phone calls	.50	
	19	make funnel	1.25	
	20	fan belt	1.25	
	21	roll of tape .10 2 strips of felt .05	.15	
	22	put terminal on cable .75 new battery 8.95	9.70	
	22	repair air pump	.25	
	22	solder radiator	.75	
	23	4½ lbs. grease 1.15 welding & cutting 1.50	2.65	
	23	solder radiator	1.50	
	23	weld crack in water tank	2.50	
	23	repair starter 2.00 brushes .60	2.60	
	24	welding on steering bracket & dash	1.10	
	25	repair 2 wheels	2.00	
	29	weld collar on universal jt.	.70	
Jul.	1	Small shovels drilling holes, etc. for new shaft	1.75	
	1	Gasket material .10 2 bolts .05	.15	
	5	2 spark plugs	1.50	
	8	repair generator 2 hrs.	2.50	
	8	1 used 34 x 7 tire	1.00	
	9	6 spark plugs	4.50	
	9	Caterpillar radiator-test tubes and sighten glands-1½ hrs.	1.90	
	9	Align wheels	.50	
	10	Set of points	.50	
	11	Sprinklers welding on water tank .75 roll tape .10	.85	
	12	2 rolls tape	.20	
	12	8 gas	1.10	
	13	labor on engine head water pump reface valve and reseat; drill hole in valve	1.00	
	13	tractor: 5 gas 1.10 2 qts. oil .50	1.60	
	14	generator brushes	1.00	
	14	Heat forks and bend with torch	.50	
	14	Mount large tire	.50	
	14	Weld nipple on faucet .50 pice of pipe .10 solder clutch nipple .50	1.10	
	15	go out & start pump engine, change spark lever 1½ hrs.	1.90	
	15	New battery	9.95	
	15	Repair rear brake 1½ hrs.	1.50	
	15	pump engine; go out and repair mag. and time-3 hrs. 3.75 1 set new points.75	4.50	

	16	drill out stud	.65	
	16	Credit		20.00
	17	Steve bolts .10 solder & straighten gas tank 5.25	5.35	
	17	Install generator and time .75 mount tire .50	1.25	
	17	Small shovels weld bumper blocks on boom	1.00	
	17	Weld crank .50 charge 2 batts. 100	1.50	
	17	Rep. generator-by Chase. Co. in Pendleton 4.50 delivery .25	4.75	
	18	welding 2.00 use of torch straightening 3.00 labor4.00	9.00	
	21	Help take pipe nipples apart on pump -1/2 hr.	.55	
	22	Truck trip to Pendleton	12.00	
	22	Solder vacuum fleet .75 trip to pump .25	1.00	
	24	Gas engine-6 gas	1.32	
	24	tire	4.48	
	24	pump engine; install new breaker points and spring-trip out 5 hrs. 3.75 parts .80	4.55	
	24	Large engine 29 hrs. labor repairing and installing large engine 36.25 gas line & fittings 1.70 3/4 in. stopcock 1.50	39.45	
	25	Go to pump plant, change pulley, and start engine; weld pipe connection in water tank-2 hrs. 2.50 trip .75 belt lace .40	3.65	
	29	grind valves 8.00 retime valves and set time, put in washers on timing eccentric 6.00 washers .20 gasket .15	14.35	
	29	welding jack	.50	
	30	drill holes in brace on boom, tap out set screw on shovel, weld tine on fork-1 hr. 1.25 welding .50	1.75	
	30	Credit		8.00
Aug.	2	Drill 2 Holes in shaft	.50	
	2	Essex clutch parts	7.75	
	3	Welding 2 forks	1.00	
	6	Weld 2 forks 1.00 drill holes in boom .50	1.50	
	6	Welding on fork	.50	
	7	Weld one fork	.50	
	11	Weld nuts on little shovel	.75	
	13	Repair tire	.50	
	14	Repair grease guns	.50	
	15	2 cap screws	.30	
	16	weld pulley-1½ hrs.	4.50	
	11	clean grease gun .50 1# grease .25	.75	
	18	Ford brake lining	1.50	
	18	Weld wrench	.25	
	20	mount tires .75 1 valve core .10 2 valve caps .10	.95	
	24	Water truck: Cut out and weld plate make shut-off connection; welding on tank-welding 5.00 9 hrs. labor 11.25	16.25	
	24	Welding on shaft forks	5.00	
	24	Credit		4.60
	24	On Account		150.00
	24	1 light bulb	.50	
	25	1 battery terminal .25 1 cable .75	1.00	
	25	drill holes in iron	1.00	
	26	Republic; 2½ inch brake lining	10.65	
	28	Charge batt. 75; rental .25	1.00	
	29	Labor relining brakes, repairing brake rods and adjusting-4 hrs.	6.00	
	31	brazing on drive gear on caterpillar	1.00	
Sept.	2	Weld fork	.50	
	4	Mount 40x48 tire 1.00 valve core .10	1.10	
	5	make set wrench	.50	
	5	mount 4048 tire	1.00	
	5	Ford truck install and set new points .50 new points 1.00	1.50	
	9	Republic; fan belt	.75	
	9	Make con. rod for Republic 5.75 10 gas for 2 trips to Pendleton 2.10 set of rings 4.00	11.85	

	12	Set time on Ford truck	.50	
	12	Republic; install new rings, grind valves, take up bearings and fit one new con. rod, pull block-15 hrs. 18@75-6 qts. oil 1.50	20.25	
	14	Drill holes in studs	.25	
	21	5 gas - by Stevenson	1.05	
	23	Ford truck: grind valves and take up bearings	7.25	
	23	Weld 2 forks	1.00	
	24	Can patches	.25	
	25	Pump engine: clean gas line; clean and set points, install new spark plug-1½ hrs. 200 trip .50 spark plug .60	3.10	
	25	Essex: used transmission case	13.50	
	26	Used Republic motor	16.00	

The following materials and services rendered and delivered to Wendling & Wilkins at the special instance and request of Stevenson & Anderson:

Aug.	6	G.M.C. Truck: 2 hrs. labor rep. tires & beds 2.50 1 valve core .10 mount tire .50	3.10	
	6	Remove and weld trap to end gate-1½ hrs. 2.00 welding can of oil .50	1.25	
	17	Mount new tire	3.55	
	17	Straighten tie rod .75 patch tube and put boot in tire 1.25 boot .35	1.00	
	20	vulcanize 2 large tubes 1.50 mount 2 tires 1.00	2.35	
	20	true up 5 plug nuts	2.50	
	20	take tire to windmill on road	.25	
	22	Repair tire	1.50	
	25	Go to shovel and get spare tire	.50	
	25	Tire tape	1.50	
	28	Repair puncture & mount large tire 1.00-4 bulbs & ground strap 2.15 labor .50	.10	
	27	Inner tube	3.65	
	28	1 used tube	3.00	
Sep.	1	10 gas	6.00	
	2	7½ gas	2.10	
	4	can of 5 in 1 oil	1.57	
	4	install 5 new tires	.50	
	4	remove shock absorber and install new one 1.25 weld exhaust pipe .50	5.00	
	5	10 gas 2.10 2 light bulbs .70	1.75	
	5	install new timing gears, repair oil pipe and remove governor-6 hrs. labor	2.80	
	5	vulcanize tube	7.50	
	6	7 gas	.75	
	10	weld dump lever	1.47	
	15	install tin over back window-2½ hrs. 3.15 1 piece of tin 5 ft. by 6 in. by 17"-1.25 18 stove bolts with washers and lock washers .75	.75	
	20	Gas-14 gal.	5.15	
Oct.	5	Weld and repair brake rod	2.94	
	5	5 con. rod bolts .50 4 qts. oil 100 adjust bearings 2½ hrs. 3.25	1.15	
	14	1 spring shackle	4.55	
	15	on account	.70	200.00
Nov.	5	Loading and repairing steam roller	15.00	
		Balance	$247.39	

Indorsed: File No. 2052
Filed March 31, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by J. S. Reimer, proprietor of Reimer's Garage, for labor and materials furnished in the sum of $247.39 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, State Highway contract No. 1280, with the original notice filed in the office of the Secretary of State on March 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of March, A. D. 19 32.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by J. S. Reimer, proprietor of Reimer's Garage, for labor and materials furnished in the sum of $247.39 against the bond taken from H. F. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, State Highway contract No. 1280, with the original notice filed in the office of the Secretary of State on March 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of March, A. D. 19 32.

Hal E Hoss

Secretary of State

#1280

PR 1559

March 31, 1932

Raley, Raley & Warner,
Attorneys at Law,
Pendleton, Oregon.

Gentlemen:

We are in receipt of your letter of the 30th instant, enclosing copy of notice of claim of J. S. Reimer against Stevenson & Anderson, subcontractors under H. E. Schmeer, which is in connection with State Highway Contract No. 1280 — regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

This notice is being placed on file as requested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

37

J. H. RALEY
J. R RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

March
3 0
19 32

RECEIVED
MAR 31 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Reimer vs. Stevenson & Anderson
Contract No. 1280

We enclose herewith for filing in behalf of J. S. Reimer of Reimer's Garage of Pilot Rock, notice of his claim against Stevenson & Anderson & Southern Surety Company of New York as surety for H. E. Schmeer. This claim is filed pursuant to the terms of Section 67-1101, Oregon Code for 1930 as amended.

Yours truly,

RALEY, RALEY & WARNER

By

To the State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, the State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, as the sole proprietor of Reimer's Garage of Pilot Rock, Oregon, has a claim for materials furnished and labor rendered in the sum of $247.39 against the bond taken from H. E. Schmeer, as principal and Southern Surety Company of New York as surety, for the sum of $50,343.25, to secure the full and faithful performance by the said H. E. Schmeer of all of the terms, provisions, conditions of that certain contract made and entered into between the said Hl E. Schmeer and the State Highway Commission of the State of Oregon on the 3rd day of April, 1931, which said contract is an agreement for the re-grading and surfacing ofthe Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, and which said contract is numbered 1280. That hereto attached, marked Exhibit A and by reference in all of its parts made a part hereof is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 24th day of March, 1932.

W. Reimer

As sole proprietor of Reimer's Garage.

Subscribed and sworn to before me this 24th day of March, 1932.

C. E. Burnett

Notary Public for Oregon

My commission expires: Oct. 14, 1932

EXHIBIT A

STEVENSON & ANDERSON

to

REIMER'S GARAGE

1931				
Apr.	22	7 gas-Ford sedan	1.51	
	22	7 gas	1.51	
	23	3 gas	.65	
	23	3 gas	.65	
	24	5 gas	1.08	
	24	Charge battery	.75	
	24	6 gas 1.29 1 oil .25	1.54	
	27	7 gas 1.51-3 oil .75	2.26	
	28	Cut length out of chain	.50	
	28	5 gas	1.08	
	28	weld grader wheel	1.50	
	30	8½ gas 1.83 1 oil .25	2.08	
	30	grind valves, set points & clean carburetor 6.50 6 qts. oil 2.10 gas 1.94	10.54	
	30	5 gas	1.08	
	30	1/3 month storage for 3 cars at $3.00 per month	3.00	
May	1	5 gas	1.08	
	1	7 gas	1.51	
	2	5 gas 1.08 welding .50 fix bushing .50	2.08	
	2	6 gas	1.29	
	2	5 gas 1.05 1 oil .25 Star touring	1.30	
	4	7 gas 1.51 1 oil .25	1.76	
	4	3 gas	.65	
	4	Weldinb bracket	3.00	
	5	make needle for carburetor-1 hr. labor	1.50	
	5	7 gas-Essex	1.51	
	7	1 used grease gun	3.50	
	7	On account	.30	29.73
	7	5 gas	1.08	
	7	5 gas	1.08	
	9	Tighten bolts on grader	.25	
	11	Make neddle for carburetor-3/4 hr.	1.00	
	11	Welding and building up cast cap	2.25	
	13	1-30x3½ tube	1.25	
	13	Labor on centrifugal pump p50 welding .50	1.00	
	13	32" of 2½" x 3/16" brake lining 4.55 installing .75 shovel	5.30	
	15	drill out plug	.50	
	16	Steam roller: repair poppet valve, grind valves, grind seat, put in new spring and make wrench-3½ hrs. 2.25 1 spring .50 1 key .10 brazing .50 gasket .75	4.10	
	16	12 bolts .60 1 pin .10 1 key .15 1 spring .15 gasket .30	1.30	
	18	plow steel 2.40 welding & cutting 6.75 4" pipe 1.10	10.25	
	19	taking out can, put in petcock and pipe-labor 1.00 copper tubing .30 petcock .45	1.75	
	20	drill holes	.80	
	20	fit bushing	.50	
	20	seal battery tops .50 build oil cans 1.00 copper tubing .30 1 petcock .45	2.25	
	21	14 ft. secondary cable	.85	
	21	30x3½ tube 1.15 small boot .25	1.40	
	22	make breather connection 2.00 material.50	2.50	
		Balance forward	58.59	

May	22	Balance forward	58.59
	22	Braze shift supports	1.75
	26	Gas shovel: weld boom-labor and gas 5.00 reinforcing stock hickory with bolt 3.00	8.00
	26	Bore 2 holes in frame of truck 1.00 2 bolts .20	1.20
	27	Put handles on 2 rakes	2.40
	27	welding on shovel	1.50
	27	labor on generator	2.25
	27	weld plate	.75
	27	make pin for steamroller	.75
	28	1 main rear leaf 12.54 labor 1.50 2 clamps 1.00	15.04
	29	water truck: make plate and weld on water tank-welding and cutting 4.90 steel for plate .40 1 second hand valve and pipe 2.50	7.80
	29	free up noise and put in wedges 3.00 welding .90	3.90
	29	labor on generator 2.45 1 relay cutout .75	3.20
	29	1 fuse	.05
	29	brazing and heating on dump body	1.10
	30	4 lbs. grease	1.00
	30	labor on generator 4.00 1 set brushes 1.50	5.50
	30	charge battery 1.00 acid .50	1.50
	30	welding on braces	3.00
Jun.	1	build up shaft for generator, time and set same	1.25
	1	4 lbs. grease	1.00
	2	welding on bed 3.50 iron 2.80 main spring leaf 13.21	19.51
	3	heat and bend frame	1.25
	3	head gasket	.50
	5	vulcanize 40x8 tube .75 3 holes .50 2 boots .70	1.95
	6	cutting and welding on cross member and washers	2.50
	6	1 spring .10 labor on dist. .65	.75
	6	Make axle key	.75
	8	labor on carburetor	.50
	10	1-30x3½ tube mounted	1.25
	10	stop cock and fitting for gas line	1.00
	10	labor on carburetor and ignition	3.00
	11	drill 4 holes in 2 inch shaft	.75
	11	put handle in set screw wrench	.40
	12	welding on frame	.50
	12	labor on clutch	4.50
	13	fix tire	.75
	13	charge battery 1.00 4 days rental 1.00 1 ground strap .40 labor 1.00	3.40
	14	Credit	.75
	14	Solder radiator 3 hrs. 4.75-gasket .50	5.25
	15	7 gas	1.19
	15	2 trips out to camp 1.50 pull rear wheel and permatex inspection plate-1 hr. 1.25 permatex .10	2.85
	15	repair horn	.75
	17	Small shovel: drill and make washers for universal joint	1.00
	17	1 set of points 1.40-1 bushing .20 1 insulation for brush holder .35 1 used bearing .45 labor 2.50	4.90

May

Jun.	18	Tire repair	.50
	18	Weld fender	.90
	18	1 set of generator brushes .40 thread brake rods .25 use of shop 1.00	1.65
	18	1 cutout 2.25 1 condenser 1.50 labor 1.00 1 box fuses .25	5.00
	18	wire up horn .50 3 ft. wire .15	.65
	18	Shovel: remove lock nut on adjusting screw 2.50	2.50
	18	Grind and face valves 12.50 fit new rings and take up bearings 16.00 total 28.50-less credit by labor 7.00-21.50 rings 7.20 head gasket 1.00 Ramcos 1.00	30.70
	18	Small shovel: drill out set screw; remove clutch and put in new key, tap holes and straighten arms, etc. 3.00 keystock .75	3.75
	19	2 phone calls	.50
	19	make funnel	1.25
	20	fan belt	1.25
	21	roll of tape .10 2 strips of felt .05	.15
	22	put terminal on cable .75 new battery 8.95	9.70
	22	repair air pump	.25
	22	solder radiator	.75
	23	4½ lbs. grease 1.15 welding & cutting 1.50	2.65
	23	solder radiator	1.50
	23	weld crack in water tank	2.50
	23	repair starter 2.00 brushes .60	2.60
	24	welding on steering bracket & dash	1.10
	25	repair 2 wheels	2.00
	29	weld collar on universal jt.	.70
Jul.	1	Small shovel: drilling holes, etc. for new shaft	1.75
	1	Gasket material .10 2 bolts .05	.15
	3	2 spark plugs	1.50
	6	repair generator 2 hrs.	2.50
	8	1 used 34 x 7 tire	1.00
	9	6 spark plugs	4.50
	9	Caterpillar radiator-test tubes and tighten glands-1½ hrs.	1.90
	9	Align wheels	.50
	10	Set of points	.50
	11	Sprinkler: welding on water tank .75 roll tape .10	.85
	12	2 rolls tape	.20
	12	5 gas	1.10
	13	labor on engine head water pump reface valve and reseat; drill hole in valve	1.00
	13	tractor: 5 gas 1.10 2 qts. oil .50	1.60
	14	generator brushes	1.00
	14	Heat forks and bend with torch	.50
	14	Mount large tire	.50
	14	Weld nipple on faucet .50 pice of pipe .10 solder clutch nipple .50	1.10
	15	go out & start pump engine, change spark lever 1½ hrs.	1.90

15	New battery	9.95	
15	Repair rear brake 1½ hrs.	1.50	
15	pump engine; go out and repair mag. and time-3 hrs. 3.75 1 set new points .75	4.50	
16	drill out stud	.65	
16	Credit		20.00
17	Stove bolts .10 solder & straighten gas tank 3.25	3.35	
17	Install generator and time .75 mount tire.50	1.25	
17	Small shovel: weld bumper blocks on boom	1.00	
17	Weld crank .50 charge 2 batts.1.00	1.50	
17	Rep. generator-by Chase. Co. in Pendleton 4.50 delivery .25	4.75	
18	welding 2.00 use of torch straightening 3.00 labor 4.00	9.00	
21	Help take pipe nipples apart on pump -1/2 hr.	.65	
22	Truck trip to Pendleton	12.00	
22	Solder vacuum float .75 trip to pump .25	1.00	
24	Gas engine-6 gas	1.32	
24	tire	4.48	
24	pump engine: install new breaker points and spring-trip out 3 hrs. 3.75 parts.80	4.55	
24	Large engine 39 hrs. labor repairing and installing large engine 36.25 gas line & fittings 1.70 3/4 in. stopcock 1.50	39.45	
25	Go to pump plant, change pulley, and start engine; weld pipe connection in water tank-2 hrs. 2.50 trip .75 belt lace .40	3.65	
29	grind valves 8.00 retime valves and set time, put in washers on timing eccentric 6.00 washers .20 gasket .15	14.35	
29	welding jack	.50	
30	drill holes in brace on boom, tap out set screw on shovel, weld tine on fork-1 hr. 1.25 welding .50	1.75	
30	Credit		8.00
Aug. 2	Drill 2 holes in shaft	.50	
2	Essex clutch parts	7.75	
3	Welding 2 forks	1.00	
6	Weld 2 forks 1.00 drill holes in boom .50	1.50	
6	Welding on fork	.50	
7	Weld one fork	.50	
11	Weld nuts on little shovel	.75	
13	Repair tire	.50	
14	Repair grease guns	.50	
15	2 cap screws	.30	
16	weld pulley-1½ hrs.	4.50	
11	clean grease gun .50 1 # grease .25	.75	
18	Ford brake lining	1.50	
18	Weld wrench	.25	
20	mount tires .75 1 valve core .10 2 valve caps .10	.95	

	24	Water truck: Cut out and weld plate make shut-off connection; welding on tank-welding 5.00 9 hrs. labor 11.25	16.25	
	24	Welding on shaft forks	5.00	
	24	Credit		4.60
	24	On account		150.00
	24	1 light bulb	.30	
	25	1 battery terminal .25 1 cable .75	1.00	
	25	drill holes in iron	1.00	
	26	Republic: 2½ inch brake lining	10.63	
	28	Charge batt. 75; rental .25	1.00	
	29	Labor relining brakes, repairing brake rods and adjusting-4 hrs.	6.00	
	31	brazing on drive gear on caterpillar	1.00	
Sep.	2	Weld fork	.50	
	4	Mount 40x48 tire 1.00 valve core.10	1.10	
	5	make set wrench	.50	
	5	mount 4048 tire	1.00	
	5	Ford truck installand set new points .50 new points 1.00	1.50	
	9	Republic; fan belt	.75	
	9	Make con. rod for Republic 5.75 10 gas for 2 trips to Pendleton 2.10 set of rings 4.00	11.85	
	12	Set time on Ford truck	.50	
	12	Republic: install new rings, grind valves, take up bearings and fit one new con. rod, pull block-15 hrs. 18.75-6 qts. oil 1.50	20.25	
	14	Drill holes in studs	.25	
	21	5 gas-by Stevenson	1.05	
	23	Ford truck: grind valves and take up bearings	7.25	
	23	Weld 2 forks	1.00	
	24	Can patches	.25	
	25	Pump engine: clean gas line; clean and set points, install new spark plug-1½ hrs. 2.00 trip .50 spark plug .60	3.10	
	25	Essex: used transmission case	13.50	
	26	Used Republic motor	16.00	

The following materials and services rendered and delivered to Wendling & Wilkins at the special instance and request of Stevenson & Anderson:

Aug.	6	G.M.C. Truck: 2 hrs. labor rpp. tires & beds 2.50 1 valve core.10 mount tire .50	3.10	
	6	Remove and weld trap to end gate-1½ hrs. 2.00 welding 1.25 can of oil .30	3.55	
	17	Mount new tire	1.00	
	17	Straighten tie rod .75 patch tube and put boot in tire 1.25 boot .35	2.35	
	20	vulcanize 2 large tubes 1.50 mount 2 tires 1.00	2.50	
	20	true up 3 plug nuts	.25	
	20	Take tire to windmill on road	1.50	
	22	Repair tire	.50	
	25	Go to shovel and get xpare tire	1.50	
	25	Tire tape	.10	
	26	Repair puncture & mount large tire 1.00-4 bulbs & ground strap 2.15 labor .50	3.65	

	27	Inner tube	8.00	
	28	1 used tube	8.00	
Sep.	1	10 gas	2.10	
	2	7½ gas	1.57	
	4	can of 3 in 1 Oil	.30	
	4	install 3 new tires	3.00	
	4	remove shock absorber and install new one 1.25 weld exhaust pipe 150	1.75	
	5	10 gas 2.10 2 light bulbs .70	2.80	
	5	install new timing gears, repair oil pipe and remove governor-6 hrs. labor	7.50	
	5	vulcanize tube	.75	
	6	7 gas	1.47	
	10	weld dump lever	.75	
	15	install tin over back window-2½ hrs. 3.15 1 piece of tin 3 ft. by 6 in. by 17"-1.25 18 stove bolts with washers and lock washers .75	5.15	
	20	Gas-14 gal.	2.94	
Oct.	5	Weld and repair brake rod	1.15	
	5	3 con. rod bolts .30 4 qts. Sol 1.00 adjust bearings 2½ hrs.3.25	4.55	
	12	1 spring shackle	.70	
	15	on account		200.00
Nov.	5	loading and repairing steam roller	15.50	
		Balance	$247.39	

#128
Umatilla Co.

March 29, 1932

PP 15-32

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

In response to the affidavit of J. A. Palmer, enclosed in your letter of March 28, we are enclosing herewith certified copy of State Highway Contract No. 1290, which is for the re-grading and resurfacing of the Hyo-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, having been awarded by the State Highway Commission to H. E. Salmon.

The bond in connection with this job, which was furnished by the contractor, is a part of the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HEG:AJ

March 29, 1932

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have received advice to the effect that J. S. Reimer has a claim against M. E. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County; said claim being in the sum of $267.59, for materials furnished and services rendered to Stevenson & Anderson, subcontractors.

This information is furnished you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc M. E. Schmeer
685 E. 12th St. N.
Portland, Oregon

37

J. H. RALEY
J. R RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

March
2 8
19 32

RECEIVED
MAR 29 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Re: Reimer's Garage

We enclose herewith affidavit of J. S. Reimer, sole proprietor of Reimer's Garage, at Pilot Rock, Oregon, requesting certified copy of the bond given by the Portland Sand & Gravel Company in connection with its contract for grading the Nye-Pilot Rock Section of the Oregon-Washington Highway.

Yours truly,

RALEY, RALEY & WARNER

By

STATE OF OREGON)
)ss. AFFIDAVIT
UMATILLA COUNTY)

I, J. S. Reimer, being first duly sworn, depose and say:

That on or about the 3rd day of April, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for said State with H. E. Schmeer for the re-grading and surfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, and which contract this affiant is advised is known as Contract No. 1280.

That thereafter the said H. E. Schmeer sub-contracted certain work in said contract provided for to J. E. Stevenson and _____ Anderson, co-partners doing business as Stevenson and Anderson.

That the work done under said contract and under said sub-contract has been done under the direction of the State Highway Commission of the State of Oregon. That thereafter, to-wit: on and between the 22nd day of April, 1931, and the 5th day of November, 1931, both dates inclusive, I, as the sole proprietor of Reimer's Garage of Pilot Rock, Oregon, at the special instance and request of the said Stevenson & Anderson, furnished materials and rendered services in connection with the re-grading and surfacing of said highway under the terms of the said contract No. 1280, for which the said Stevenson & Anderson promised and agreed to pay on demand. That the value of the materials so furnished by the said Reimer's Garage as aforesaid, is the sum of $247.39. That no portion of said amount has been paid, and that there is now due and owing to me the sum of $247.39, over and above all just credits and offsets, together with

interest on said amount at the rate of 6% per annum from November 5, 1931, until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon and the State Highway Commission of the State of Oregon, a certified copy of said contract and of the bond or bonds given by the said contractor, and/or said sub-contractors to the State of Oregon to secure the performance of said contract as required by Section 67-1101 Oregon Code for 1930, as amended by Chapter 280, Oregon Laws for 1931.

W Barnes

Subscribed and sworn to before me this 24th day of March, 1932.

C. E. Burnett.
Notary Public for Oregon

My commission expires:
MY COMMISSION EXPIRES OCT. 14, 1932

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

TERMS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon. Telephone 3171

1932 MAR 12 PM 2 32

PR71 23=PENDLETON ORG 12 223P

PR 1559

OREGON STATE HIGHWAY COMMISSION=

SALEM ORG=

:PLEASE WIRE COLLECT THE DATE OF TERMINATION AND ACCEPTANCE OF WORK NYE PILOTROCK SECTION OREGON WASHINGTON HIGHWAY UNDER CONTRACT 1280=

:RALEY RALEY & WARNER.

Completed Oct. 17, 1931
Was not accepted as yet by Comm.

WESTERN UNION GIFT ORDERS SOLVE THE PERPLEXING QUESTION OF WHAT TO GIVE

offices in the Yeon Building, Portland, Oregon.

We are not advised as to the agreement made between Mr. Schaeer and Mr. McNutt. However, the contract was awarded to Mr. Schaeer by the Commission with the understanding that Mr. McNutt would do the grading work. Also, we have no knowledge of the agreement between Mr. McNutt and Gus Smyath.

Our records show that this project was completed by the contractor on October 17, 1931.

Regarding the filing of your claim would say that

PR1559

March 12, 1932

Balser Machinery Company,
275 Pine St.,
Portland, Oregon.

Attention of Mr. R. L. Balser, Manager

Gentlemen:

Reply is made to your letter of the 8th inst., in which you request certain information concerning the contract awarded by the State Highway Commission to E. E. Schmeer for the construction of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

This contract is known as State Highway Contract No. 1280 and is for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, 7.80 miles in length.

The surety bond furnished by Mr. Schmeer to the State was written by the Southern Surety Company of New York, for whom Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland, Oregon.

We are not advised as to the agreement made between Mr. Schmeer and Mr. McHutt. However, the contract was awarded to Mr. Schmeer by the Commission with the understanding that Mr. McHutt would do the grading work. Also, we have no knowledge of the agreement between Mr. McHutt and Gus Kuyath.

Our records show that this project was completed by the contractor on October 17, 1931.

Regarding the filing of your claim would say that

BALZER MACHINERY COMPANY
CONTRACTORS' EQUIPMENT - LOGGERS EQUIPMENT

PORTLAND, OREGON
March 30, 1936

the state law requires that claims against contractors on public work should be filed with the Secretary of State.

The State Highway Commission holds the original contractor and his bondsmen responsible and liable for the satisfactory completion of the project and the payment of claims incurred against the same, whether incurred by the original contractor or his subcontractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

RBG:AJ

#1280
Uma. Co

R. L. BALZER
MANAGER
RESIDENCE - GARFIELD 4415

WAREHOUSE NO. 1 - 314 E. 6TH STREET
WAREHOUSE NO. 2 - 21ST AND YORK STS.

OFFICE - ATWATER 9391
WAREHOUSE NO. 1 - EAST 3047
WAREHOUSE NO. 2 - BROADWAY 0632

BALZER MACHINERY COMPANY

CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT

275 PINE STREET
Multnomah Hotel Corner
PORTLAND, OREGON

March 8, 1932

RECEIVED
MAR 9 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem,
Oregon.

Attention Secretary.

Gentlemen:

We desire to file a claim against State Contract #1280, Nye-Pilot Rock section of the Oregon Washington Highway in Umatilla, the original contract of which was let to H. E. Schmeer.

Our claim is for supplies furnished Gus Kuyath, sub-contractor from Earl McNutt, who we understand was the sub-contractor under H. E. Schmeer.

Will you please advise us the date of completion of this contract, the name of each of the bonding companies involved and if copy of our claim should be sent to each bonding company or if only to the bonding company furnishing Gus Kuyath's bond.

This information will be greatly appreciated.

Very respectfully,

BALZER MACHINERY COMPANY,

Per R L Balzer

RLB:AS

Manager.

Contract No. 1280 - H. [illegible]Schmer -

Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla Cpunty - 7.80 miles of regrading and resurfacing.

Was completed October 17, 1931 -

Surety is: Southern Surety Company of New York,
Bates, Lively & Pearson, Agents, Yeon Bldg., Portland.

Paid to date is $106,580.45 - Retained is $3,296.30 -

Final est. has been checked and is in Mr. Baldocks office for approval.

We have no record of the surety which was furnished by the sub contractor.

#1280

[illegible] State Highway Contract No. [illegible] of the Nye-Pilot Rock Section of the [illegible] Highway in Umatilla County, consisting of 7.80 [illegible] of regrading and resurfacing, has been completed by the contractor, H. K. Schmer, and that final settlement will be made by the State with said contractor for work done under said contract on or after March 22nd, 1932.

The State has been advised of several claims against this contract, all of which you have also been advised. The State assumes no responsibility for the claims which have been filed, or for any which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $109,965.75 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1280

March 18, 1938

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1280 for the construction of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, consisting of 7.80 miles of regrading and resurfacing, has been completed by the contractor, H. M. Schmeer, and that final settlement will be made by the State with said contractor for work done under said contract on or after March 28nd, 1938.

The State has been advised of several claims against this contract, all of which you have also been advised. The State assumes no responsibility for the claims which have been filed, or for any which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $109,965.75 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR 1559

FORM S-A-1 1944 7500 10-41

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
MAR 7 1932
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

OREGON STATE HIGHWAY COMMISSION

SALEM

Pendleton, Oregon.
March 5, 1932.

Attention: E. A. Skelley.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Sending by express the 100' detail map of the Nye-Pilot Rock Section of the Oregon-Washington Highway. Have marked with green ink where the constructed line deviates from the location.

The stationing for this survey started at the bridge at Nye; but as this bridge tangent could not be definitely establish ed, the bearings was computed back from the bearing of Main Street inthe town of Pilot Rock.

It happens that on practically all the old constructed highways that nearly all reference points have been destroyed and any bearings taken from short tangents are more or less inaccurate.

Yours truly,

C. E. Carter.

Resident Engineer.

cc-W. C. Williams.

EHS

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

March 1st, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. C. E. Carter,
Resident Highway Engineer,
Pendleton, Oregon.

Dear Sir:

Reference is made to the Nye-Pilot Rock Section of the Oregon-Washington Highway. It is noted that the map which was submitted with the final records does not indicate the alignment as constructed. The tangent at the beginning of the project at Nye is shown on the original construction map as S. 62° 48' E.; on the detail map which was submitted with the final records it is shown as S. 63° 13' E. and, in the construction notes and on the construction profile, it is shown as S. 63° 17' E. These courses all seem to be on the same tangent and, if so, do not understand why the course as shown on the original 400-foot construction map was not used, considering the fact that the re-survey began on this tangent. However, this cannot be remedied now as the right-of-way descriptions are probably based on the courses as shown. It has been mentioned for consideration when making revisions in the future.

should be S 63°15'E.

Should be S63°15

We are returning the 100-foot detail map and the alignment notes for this section, and would be pleased to have you indicate on the map with green or blue ink the constructed line where it deviates from the black.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By E. A. Skelley

E. A. Skelley,
Chief Draftsman.

EAS:ER

cc W. C. Williams,
Highway Division Engineer,
La Grande, Oregon.

March 1st, 1932.

Mr. C. E. Carter,
Resident Highway Engineer,
Pendleton, Oregon.

Dear Sir:

Reference is made to the Hye-Pilot Rock Section of the Oregon-Washington Highway. It is noted that the map which was submitted with the final records does not indicate the alignment as constructed. The tangent at the beginning of the project at Hye is shown on the original construction map as S. 62° 46' E.; on the detail map which was submitted with the final records it is shown as S. 63° 13' E. and, in the construction notes and on the construction profile, it is shown as S. 63° 17' E. These courses all seem to be on the same tangent and, if so, do not understand why the course as shown on the original 400-feet construction map was not used, considering the fact that the re-survey began on this tangent. However, this cannot be remedied now as the right-of-way descriptions are probably based on the courses as shown. It has been mentioned for consideration when making revisions in the future.

We are returning the 100-feet detail map and the alignment notes for this section, and would be pleased to have you indicate on the map with green or blue ink the constructed line where it deviates from the black.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

E. A. Skelley,
Chief Draftsman.

EAS:ER

cc W. C. Williams,
Highway Division Engineer,
La Grande, Oregon.

PR155A

PR*

March 2nd, 1932.

Bates, Lively & Pearson,
Ioon Building,
Portland, Oregon.

Gentlemen: Attention: Mr. Carl V. Manta

In accordance with your letter of February 25th, we are furnishing you the following information in regard to H. E. Schmeer's contract, No. 1280, for regrading and resurfacing the Nye-Pilot Rock Section of the Oregon-Washington Highway. The quantities of the items in which you are interested as shown in Schmeer's final estimate are as follows:

Salvaging Surfacing Materials	8.02 miles
Talus Base Surfacing	17,971.5 cu. yds.
Talus Shoulders	5,157.5 " "
Filler	825 " "
Course Broken Stone in Surfacing	9,083.0 " "
Key Materials in Surfacing	1,014.0 " "
Screenings in Surfacing	2,873.0 " "

From a study of these items and the contract between Schmeer and his subcontractors, we have arrived at the following quantities on which final payment should be made to the subcontractors, Stevenson & Anderson.

Item No. 1.
Salvage and replace old surfacing, roll sub-base, etc.- 8.02 miles

Item No. 2.
Haul, load and place talus base surfacing and talus shoulders- - - - - - - - - - - - 23,129.0 cu. yds.

Item No. 3.
Load, haul, place and spread all filler- - - - 825.0 cu. yds.

Item No. A.
Furnish machinery, haul water, and do all brooming, sprinkling, processing, etc.- - - - - - - - - - 12,970.0 cu. yds.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

E. E. Probert,
Office Engineer.

Dict. by D. G. DeHart/Wl.

Unit Prices

Item #1 Salvage & spread old surfacing
8.02 miles $600.00

Item #2 Load, haul, and place.
17,971.5 cu. yds. Talus Base Surfacing } 50¢
5,157.5 - - Talus Shoulders.

Item #3 Load, haul, place, and spread
825 cu. yds. Filler material 25¢

Item # 4 Furnish machinery, labor, and process.
12,970 cu. yds. Broken Stone materials. 50¢

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

RECEIVED
FEB 27 1932
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, ORE.,

February 26, 1932

Roy A. Klein, State Highway Engineer
Salem, Oregon

Att'n: S. H. Probert, Office Engineer

Re: Contract 1280 Contractor H.E.Schmeer
Oregon-Washington Highway - Umatilla Co.
Nye-Pilot Rock Section.

Dear Sir:

This acknowledges our telephonic conversation in which you advised us that you did not have copy of the contract between Stevensen, Anderson and Newman and H. E. Schmeer. We enclose copy of this contract and will appreciate your advising us as requested in our letter of February 25th.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mauty

CVM/d
enc.1.

A G R E E M E N T

THIS CONTRACT, made and entered into this _____ day of April, 1931, by and between E. E. Schneer, of Portland, Oregon, the party of the first part, and E. F. Stevenson, of Cape Horn Washington and H. E. Anderson, a copartnership, operating under the name of Stevenson & Anderson, and hereinafter called the parties of the second part, WITNESSETH:

That whereas the party of the first part has heretofore been awarded, as the successful bidder, contract #1280 for certain road construction work in Umatilla County, Oregon, known as the Hye-Pilot Rock section of the Oregon-Washington Highway, said contract having been awarded by the State Highway Commission of the State of Oregon, and providing for the re-grading and re-surfacing of 7.8 miles of the aforesaid highway; and

Whereas the party of the first part is desirous of subletting certain portions of said work to the parties of the second part; and

Whereas the parties of the second part, in entering into this contract, have before them the original contract awarded by the State Highway Commission to the party of the first part, and have familiarized themselves with said original contract;

IT IS NOW, THEREFORE, UNDERSTOOD AND AGREED between the parties hereto:

That this contract is made with reference to the terms of the original contract #1280, all of which, so far as relates to the items covered by this contract, is incorporated herein and made a part hereof, as though fully set forth herein.

The parties of the second part expressly agree to furnish a suitable bond, satisfactory to the first party, conditioned to protect and indemnify the party of the first part in all respects, in the same manner and to the same extent as the bond required by the contract of the party of the first part protects and indemnifies the State Highway Commission for the performance of work under said contract, and the second parties covenant and agreed that they will perform and carry out the terms of the original contract and the special provisions

thereof as fully and completely and in all respects as the party of the first part is required to do under his contract with the State Highway Commission, doing all things in the time and manner therein described.

The parties of the second part covenant and agree to promptly and punctually pay for all material and labor used and employed by them in the performance of this contract, and not to permit any claims to accrue against them which may become a charge or lien against the party of the first part, or shall in any manner render the party of the first part liable for said material or labor; and the parties of the second part further agree to meet and perform all the requirements of the laws of the State of Oregon with respect to public contracts and the employment of labor under such contracts.

The parties of the second part further agree that they will perform all of those provisions of original contract #1830 with reference to traffic over said highway during the construction thereof, as required by said contract of the party of the first part, and shall furnish all signs and do all other things required by said provisions at their own expense.

The parties of the second part hereby state that they have personally inspected the actual location of this work and the local conditions surrounding and affecting it, and they have satisfied themselves as to the quality of material and general conditions there, and in signing this contract they waive any misunderstanding regarding said matters.

The parties of the second part will carry compensation insurance upon themselves and their employees with the State Industrial Accident Commission, and will pay all premiums for such insurance.

It is agreed between the parties hereto that in the event the parties of the second part do not make the progress necessary to complete this contract within the time specified in the original contract, the party of the first part reserves the right to take over any or all machinery, and to purchase any necessary machinery to complete the balance of this contract, at the expense of the parties of the second part.

ITEM ONE.

The parties of the second part shall do all salvage work, including removing and replacing sods and shall also do all work of rolling the sub-base, all as outlined in the original contract #1280, and will be paid therefore at the rate of six hundred dollars ($600.00) a mile, measurement to be determined by the state engineer in charge of said work.

In this connection it is also understood that after the surface of the highway has been graded the parties of the second part shall roll the road prior to the placing thereon of the tube rock, if so ordered by the state engineer.

ITEM TWO.

The parties of the second part shall load, haul and place all tube base surfacing and tube shoulders as provided on pages four, five, six and seven of the special provisions of contract #1280, and shall receive therefore fifty cents per cubic yard, quantities to be determined by truck measurement at point of loading.

ITEM THREE.

The parties of the second part shall load, haul, place and spread all filler as required by contract #1280, and shall receive, therefore, the sum of twenty-five cents (25¢) per cubic yard, the basis of measurement to be as provided in the standard specifications for earth filler.

ITEM FOUR.

The parties of the second part agree to furnish all machinery including rollers, blades, oats, brooms, spreaders and sprinklers; in fact, all necessary machinery to bring this road to completion as provided in contract #1280; also, to haul and supply all water used on this road, and to spread, roll, broom and sprinkle, and do all other things required by contract #1280 to complete this road, so that the same shall meet with the approval and acceptance of the state engineer in charge.

It is agreed the parties hereto that the payment for all things required under item #4 above shall be at the rate of fifty

(50¢) per yard (truck measurement), the amount being determined by the amount of crushed rock used in this road as measured by the engineer in charge.

It is further agreed between the parties hereto that the terms of payment provided for in the original contract #1280 shall be the terms of payment under this contract, in that the payments will be made under this contract to the parties of the second part as fast as made by the State Highway Commission to the party of the first part.

With reference to the salvage hereinabove referred to, it is understood that the parties of the second part are to remove the same from the highway ahead of the grading, and at such times as shall not in any manner delay the grading contractor.

The parties of the second part will start the talus work as soon as the grading is ready and keep this work closely behind the grading.

It is further understood and agreed that the parties of the second part shall commence work under this contract on or prior to the twentieth day of April, 1931.

In the event the creek where the water is obtained for sprinkling purposes shall go dry, the party of the first part agrees to pay the cost of water at Pilot Rock, Oregon (provided it becomes necessary to buy it) but does not assume any cost, any expense of hauling, or other expense whatever except the actual cost of water.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERETO SET THEIR HANDS TO THIS INSTRUMENT IN DUPLICATE IN PORTLAND, OREGON, THE DAY AND YEAR HEREIN FIRST ABOVE WRITTEN.

WITNESSES:

H. E. SCHMEER.
PARTY OF THE FIRST PART

M. H. HUGHES

E. F. STEVENSON

F. M. HUGHES

HARRY E. ANDERSON

(Doing business as Stevenson & Anderson)

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

RECEIVED
FEB 26 1932
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, ORE.,

Feb. 25, 1932

Roy A. Klein, State Highway Engineer
Salem, Oregon

Attention: S. H. Probert, Office Engineer

Re: Contract 1280 -Contractor H. E. Schmeer
Oregon-Washington Highway - Umatilla County
Nye-Pilot Rock Section.

Dear Sir:

On December 31, we wrote you asking you whether final quantities under the above contract had been determined and if so, the exact amount due the subcontractors, Stevenson, Anderson and Newman.

Your reply of January 8, indicated that this information would be available in three or four weeks and since more than that time has elapsed, we would appreciate your supplying us with the information requested.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mauty

CVM V

RECEIVED

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

RECEIVED
JAN 2 1932
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, ORE.,
December 31, 1931

Roy A. Klein, State Highway Engineer
Salem, Oregon

Attention: S. H. Probert, Office Engineer

Re: Contract #1280 - Contractor H. E. Schmeer
Oregon-Washington Highway in Umatilla
County - Nye-Pilot Rock Section

Dear Sir:

We appreciate your letter of December 1, advising us as to what was due the subcontractors under H. E. Schmeer.

In the second paragraph of your letter you state that the final quantities would be provided later and we would like to have you advise us at this time whether the final quantities have been determined and we can be definitely advised the exact amount due the subcontractors, Stevenson, Anderson and Newman.

Yours very truly,

George A. Mercer, Adj.

By Carl V. Manly

CVM V

January 8, 1932.

Bates, Lively & Pearson,
Ioon Building,
Portland, Oregon.

Gentlemen: Attention: Mr. Carl E. Haxby

In reply to your letter of December 31st, relative to the H. E. Skinner contract for the grading and surfacing of the Rye-Pilot Rock Section, this will advise that it will be another three or four weeks before the information, which you desire, is available.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:HR

#12

PR 1554

March 8, 1932

Southern Surety Company of N. Y.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim that was filed with the Secretary of State by The Taylor Hardware Company against Stevenson & Anderson, subcontractors under H. E. Schmeer, who was awarded the contract for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County. Said claim is in the sum of $118.35 and is for materials and supplies furnished to the subcontractors.

We also enclose certified copy of notice of claim filed by Pendleton Iron Works, in the amount of $177.16, against the same project.

This information is given you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc H. E. Schmeer
685 E. 12th St. N.
Portland, Ore.

March 7, 1932.

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We have your letter of February 26, enclosing certified copies of notice of claim that was filed with you by The Taylor Hardware Company against Stevenson & Anderson, subcontractors under E. Z. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Eye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

Copies of the notice of claim are being forwarded to the original contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

March 8, 1932

Mal E. Hess,
Secretary of State,
Salem, Oregon.

Dear Sir:

We have your letter of February 26, enclosing certified copies of notice of claim that was filed with you by Pendleton Iron Works against Stevenson & Anderson, subcontractors under H. K. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1290.

Copies of the notice of claim are being forwarded to the original contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc

Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 1932
COMMISSION

February 26, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by The Taylor Hardware Company for labor and materials furnished in the sum of $116.35 together with interest thereon, against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon Washington Highway in Umatilla County,

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

HM

Secretary of State.

...HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
1932

February 26, 1932

RECEIVED
MAR 1932
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received from Stephen A. Lowell, Attorney, Pendleton, Oregon, and filed as of this date, a notice of claim by Pendleton Iron Works for labor and materials furnished in the sum of $177.16 together with interest thereon, against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, State contract No. 1280.

We are enclosing a certified copy of this notice for your files and information together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

HM

Secretary of State.

NOTICE OF CLAIM

TO THE STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, STEVENSON & ANDERSON, a co-partnership, SOUTHERN SURETY COMPANY OF NEW YORK, and M. E. SCHMEER.

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED, the Pendleton Iron Works, a corporation, has a claim for materials and supplies and labor consisting generally of incidental repairs upon equipment used by sub-contractors hereinafter named, in the performance of work hereinafter specified in the sum of ONE HUNDRED SEVENTY SEVEN AND 16/100 ($177.16) Dollars with interest thereon as by law provided against the bond taken from M. E. Schmeer, an individual, principal of said bond and Southern Surety Company of New York, a corporation, surety for said bond, for the work of highway construction of the Rye-Pilot Rock section of the Oregon-Washington highway in Umatilla County, Oregon; that the state of Oregon contracted with said principal, M. E. Schmeer, to do said work, said contract being known and designated as contract No. 1280 and said bond was furnished by said contracter principal and said surety as by the terms of said contract and the laws of the State of Oregon provided, and to insure the faithful performance of said contract according to its terms and by law provided; that said materials, supplies and labor were furnished, sold and delivered as aforesaid by claimant to Stevenson & Anderson, a co-partnership, sub-contractors, for the doing of the work called for by said contract by virtue of a contract therefor with said prime contractor requiring said sub-contractor to do a portion of said work, and said co-partnership did receive and accept the same and the same were furnished for used and/or consumed in the performance of the work called for by said contract and/or were necessary incidental repairs to items of equipment being used in the doing of the work without which repairs said items could not be used. Copy of claim attached.

IN WITNESS WHEREOF this Notice of Claim is signed and dated this 24 day of February, 1932.

PENDLETON IRON WORKS
By M. L. AKERS President
M. L. AKERS Secretary

* * * * * * * * * * * * * * * * *

PENDLETON IRON WORKS
General Repair - Electric and Acetylene Welding
Pendleton, Oregon

1931		
July 1	Assemble brush	7.50
	11 bolts 3/8 x 6"	.65
	Angle iron frame & assemble	23.65
	8 bolts ½ x 3"	.55
6	Labor on sprinkler	4.50
	8 feet 2½" pipe, 1 2" tee	8.35
10	Shaft in gear	10.80
11	Weld ends on 5 scarifier teeth	19.60
	140 lbs. 2½" sq. tool steel	17.50
14	Weld ends on 4 teeth	15.60
16	Press gear off old shaft & on new	2.50
	Repair idler	3.00
	Make 2 angle iron bands (labor)	9.50
	66 lbs. angle iron	4.76
25	Keyseat Shaft	2.00
Aug. 1	Shaft in drum 2" x 36"	13.50
22	Remove gear from shaft	3.50
	1 steel pin	1.20
	1 shaft 2-3/16" x 32"	12.50
28	Mount gear on shaft	5.00
Sept.8	Press gear off old shaft	1.50
	New shaft	9.50
		$177.16

Endorsed: File No. 2014

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Pendleton Iron Works for labor and materials furnished in the sum of $177.16 together with interest thereon, against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, with the original notice filed in the office of the Secretary of State on February 26, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Pendleton Iron Works for labor and materials furnished in the sum of $177.16 together with interest thereon, against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, with the original notice filed in the office of the Secretary of State on February 26, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of February, A. D. 1932.

Hal E. Hoss

Secretary of State

NOTICE OF CLAIM

TO THE STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, STEVENSON & ANDERSON, a co-partnership, and SOUTHERN SURETY COMPANY OF NEW YORK, and H. E. SCHMEER.

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED, The Taylor Hardware Company, a corporation, has a claim for materials and supplies and labor consisting generally of roadside torches, rubber belting, screws, bolts, washers, scoops, hardware cloth, spading forks, and like articles and labor performed on the same or some of them to fashion for proper use, in the sum of ONE HUNDRED SIXTEEN and 35/100 ($116.35) DOLLARS, with interest thereon as by law provided against the bond taken from H. E. Schmeer, an individual, principal of said bond, and Southern Surety Company of New York, a corporation, surety for said bond for the work of highway construction of the Nye-Pilot Rock section of the Oregon Washington Highway in Umatilla County, Oregon; that the State of Oregon contracted with said Principal, H. E. Schmeer to do said work, said contract being known and designated as contract No. 1280, and said bond was furnished by said contractor principal and said surety as by the terms of said contract and the laws of the state of Oregon provided, and to insure the faithful performance of said contract according to its terms and by law provided; that said materials and labor were furnished, sold and delivered as aforesaid by claimant to Stevenson & Anderson, a co-partnership, sub-contractors for the doing of the work called for by said contract by virtue of a contract with said prime contractor to do said work, and said co-partnership did receive and accept the same and said materials and labor were furnished for and used and consumed in the performance of the work contracted for by said contract.(Copy of claim attached.)

IN WITNESS WHEREOF, this Notice of Claim is signed and dated this 24 day of February, 1932.

THE TAYLOR HARDWARE COMPANY.
By W. E. BROCK President.
H. E. BROCK Secretary.

THE TAYLOR HARDWARE COMPANY
Pendleton, Oregon

Dec. 1 - 1931

M Stevenson & Anderson
Washougal, Wash. 741 Main Street

1931		1 steel push broom	1.75
June	22	3 steel push brooms	6.30
		Telephone call to Baker, Ore.	.70
	30	2 shovels	3.00
July	1	12 no. 105 push brooms	21.00
	3	50 ft ½" cable	7.50
	6	3 spading forks	4.50
		Blacksmith Labor on forks	.75
	9	1-8 Qt canteen	2.00
		2 shovels	3.00
		4 ft 6" x 2 in. leather belt	2.25
		1 belt lace	.15
	11	70 ft ½" cable	10.50
		2 broom handles	.50
		1 spading fork	1.50
	15	1-3" Iron steam cock	8.00
		Express	.95
	16	1 roadside torch	1.75
	22	24 sq. ft hardware cloth	1.90
		1-4" Black elbow	2.10
		4 roadside torches	8.00
	25	2 shovel handles	1.70
		30 ft. 5" rubber belt	9.00
		6 safety set screws	.45
	30	5-16" wire brooms less handles	5.25
		2-14" do do do do	3.50
		1 spading fork	1.85
		1-3" x 3½" nipple	.75
Sept.	22	4-5/8 x 16 machine bolts	.95
		2 ⅝ Washers	.30
	23	2 Breaking down scoops by Williams	4.50
			116.35

Endorsed:
File No. 8015
Filed Feb. 26, 1932
HAL E. HOSS,
Secretary of State.

NOTICE OF CLAIM

TO THE STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, STEVENSON & ANDERSON, a co-partnership, and SOUTHERN SURETY COMPANY OF NEW YORK, and H. E. SCHMEER.

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED, The Taylor Hardware Company, a corporation, has a claim for materials and supplies and labor consisting generally of roadside torches, rubber belting, screws, bolts, washers, scoops, hardware cloth, spading forks, and like articles and labor performed on the same or some of them to fashion for proper use, in the sum of ONE HUNDRED SIXTEEN and 35/100 ($116.35) DOLLARS, with interest thereon as by law provided against the bond taken from H. E. Schmeer, an individual, principal of said bond, and Southern Surety Company of New York, a corporation, surety for said bond for the work of highway construction of the Nye-Pilot Rock section of the Oregon Washington Highway in Umatilla County, Oregon; that the State of Oregon contracted with said Principal, H. E. Schmeer to do said work, said contract being known and designated as contract No. 1280, and said bond was furnished by said contractor principal and said surety as by the terms of said contract and the laws of the state of Oregon provided, and to insure the faithful performance of said contract according to its terms and by law provided; that said materials and labor were furnished, sold and delivered as aforesaid by claimant to Stevenson & Anderson, a co-partnership, sub-contractors for the doing of the work called for by said contract by virtue of a contract with said prime contractor to do said work, and said co-partnership did receive and accept the same and said materials and labor were furnished for and used and consumed in the performance of the work contracted for by said contract.(Copy of claim attached.)

IN WITNESS WHEREOF, this Notice of Claim is signed and dated this 24 day of February, 1932.

THE TAYLOR HARDWARE COMPANY.
By W. E. BROCK President.
H. E. BROCK Secretary.

THE TAYLOR HARDWARE COMPANY
Pendleton, Oregon

Dec. 1 - 1951

M Stevenson & Anderson
Washougal, Wash.

741 Main Street

1951		1 steel push broom	1.75
June	22	3 steel push brooms	6.30
		Telephone call to Baker, Ore.	.70
	30	2 shovels	5.00
July	1	12 no. 105 push brooms	22.00
	3	50 ft ½" cable	7.50
	6	3 spading forks	4.50
		Blacksmith Labor on forks	.75
	9	1-8 Qt canteen	2.00
		2 shovels	5.00
		4 ft 6" x 2 in. leather belt	2.25
		1 belt lace	.15
	11	70 ft ½" cable	10.50
		2 broom handles	.50
		1 spading fork	1.50
	15	1-3" Iron steam cock	8.00
		Express	.95
	16	1 roadside torch	1.75
	28	24 sq. ft hardware cloth	1.90
		1-4" Black elbow	2.10
		4 roadside torches	8.00
	25	2 shovel handles	1.70
		30 ft. 5" rubber belt	9.00
		6 safety set screws	.45
	30	3-16" wire brooms less handles	5.25
		2-14" do do do do	3.50
		1 spading fork	1.85
		1-3" x 5½ " nipple	.75
Sept.	22	4-5/8 x 16 machine bolts	.95
		2 ⅜ Washers	.30
	25	2 Breaking down scoops by Williams	4.50
			116.35

Endorsed:
File No. 2015
Filed Feb. 26, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by The Taylor Hardware Company for labor and materials furnished in the sum of $116.35 with interest thereon, against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway, with the original notice filed in the office of the Secretary of State on February 26, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsments thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of February, A. D. 1932.

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by The Taylor Hardware Company for labor and materials furnished in the sum of $116.35 with interest thereon, against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway, with the original notice filed in the office of the Secretary of State on February 26, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsments thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

PR 1539

February 26, 1932

Mr. Stephen A. Lowell,
Attorney at Law,
Despain Block,
Pendleton, Oregon.

Dear Sir:

Your inquiry of February 13, addressed to the Secretary of State, relative to the H. E. Schmeer contract, has been referred to this department.

The contract to which you have reference is officially designated as State Highway Contract No. 1280, and is for the regrading and resurfacing of 7.80 miles of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County. Mr. H. E. Schmeer, 685 E. 12th St. North, Portland, was awarded this contract by the State Highway Commission.

The contractor furnished the State with a surety bond in the sum of $50,345.25, which was written by the Southern Surety Company of New York, for whom Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland.

The project was completed on October 17, 1931; this date is considered as the date of acceptance on the part of the State Highway Commission.

We believe the above will give you the necessary data for filing the notice of claim for your client.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

OFFICE OF STEPHEN A. LOWELL
ATTORNEY AND COUNSELOR AT LAW
DESPAIN BLOCK
PENDLETON, OREGON

RECEIVED
FEB 26 1932
OREGON
STATE HIGHWAY COMMISSION

February 19, 1932

Secretary of State,
Highway Division,
Salem, Oregon.

Dear Sir:

Sometime ago I communicated with you regarding a claim which some clients of mine have against Anderson & Stevenson, subcontractors under H. E. Schmeer of Portland, and you very courteously replied giving me the name of the bonding company, and also necessary data as to the place where the work was done and the number of the contract.

Later I transmitted the correspondence to an attorney in Portland and he seems to have lost or mislaid your letter.

It is my recollection that the work closed on the 17th day of October, 1931, that it was performed upon the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, Oregon, that H. E. Schmeer was the original contractor, that the number of the contract was 1280, that Stevenson & Anderson were subcontractors, and that the concern furnishing the Schmeer bond was Southern Surety Company of New York, a Corporation.

1-5-a

I am sorry to trouble you again but beg to ask if the above information is accurate, and sufficient upon which to base the notice of claim provided by statute.

Yours truly,

S. A. Lowell

Respectfully referred to Highway Department.

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
FEB 2 3 1932
HAL E. HOSS

...ary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

February 23, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer.

We are enclosing for your attention, a letter from Stephen A. Lowell, Pendleton, Oregon, requesting information regarding highway construction work.

Yours very truly,

Hall E Hoss

Secretary of State.

EL

C6 C6 #1280

PR 1554

February 8, 1938

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

In response to your request of February 8, we are pleased to hand you herewith a certified copy of contract and bond of H. E. Schaeer, being designated as State Highway Contract No. 1280, for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

LJ

February 8, 1932

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed you will find copy of affidavit received today from Raley, Raley & Warner, attorneys of Pendleton, relative to the claim of the Estate of E. S. MacMartin, deceased, against Stevenson & Anderson, subcontractors under H. H. Bohmker, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

This information is furnished you since you appear as surety on the original contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc

37

J. H. RALEY
J. R RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. GUNNA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

February
2
19 32

RECEIVED
FEB 8 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Contract No. 1280-H.E.Schmeer
(Stevenson & Anderson)

We enclose herewith the affidavit of Nora MacMartin, administratrix, vs. Stevenson & Anderson, under contract No. 1280, and request a certified copy of the contract and bond given. Please send these at your early convenience.

Yours truly,

RALEY, RALEY & WARNER

By

• 37

J. H. RALEY
J. R RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

February
2
19 32

RECEIVED
FEB 3 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Contract No. 1280-H.E.Schmeer
(Stevenson & Anderson)

We enclose herewith the affidavit of Nora MacMartin, administratrix, vs. Stevenson & Anderson, under contract No. 1280, and request a certified copy of the contract and bond given. Please send these at your early convenience.

Yours truly,

RALEY, RALEY & WARNER

By

STATE OF OREGON)
)ss.
UMATILLA COUNTY)

I, Nora MacMartin, being first duly sworn on oath, depose and say:

That I am the duly appointed, qualified and acting administratrix of the estate of E. S. MacMartin, deceased; that the said E. S. MacMartin died at Pilot Rock, Umatilla County, Oregon, on the 23rd day of December, 1931.

That during his lifetime and at all times hereinafter mentioned, the said E. S. MacMartin was the owner and sole proprietor of that business in Pilot Rock, Oregon, known as Pilot Rock Lumber Yard.

That some time during the year 1931, the exact date being to the affiant unknown, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for said state, with H. E. Schmeer, for the re-grading and re-surfacing of the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, Oregon, and which contract this affiant is advised is known as Contract No. 1280.

That thereafter the said H. E. Schmeer, sub-contracted certain of the work in said contract provided for to J. E. Stevenson and _____ Anderson, co-partners doing business as Stevenson & Anderson.

That the work done under said contract and under said sub-contract has been done under the direction of the State Highway Commission of the State of Oregon.

That thereafter, to-wit: on and between the 29th day of August, 1931, and the 8th day of October, 1931, both dates inclusive, said Pilot Rock Lumber Yard, at the special instance and request of the said Stevenson & Anderson, furnished materials in connection with the grading and re-surfacing of said highway

under the terms of said contract No. 1280, for which the said Stevenson & Anderson promised and agreed to pay on demand. That the value of the materials so furnished by the said Pilot Rock Lumber Yard as aforesaid is the sum of $366.05. That no portion of said amount has been paid, and that there is now due and owing to the said Pilot Rock Lumber Yard the sum of $366.05, over and above all just credits and offsets, together with interest thereon at the rate of 6% per annum from the 8th day of October, 1931, until paid.

That said account is now owned by the estate of E. S. MacMartin, deceased.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract, and of the bond or bonds given by the said contractor and/or sub-contractors to the State of Oregon to secure the performance of said contract as required by Section 67-1101, Oregon Code for 1930, as amended by Chapter 286, Oregon Laws for 1931.

Nora MacMartin
As Administratrix of the Estate
of E. S. MacMartin, Deceased.

Subscribed and sworn to before me this 5th day of January, 1932.

H. O. Staver
Notary Public for Oregon

My commission expires: Sept 30. '33

PR 1052

February 6, 1932

Platt, Platt, Fales, Smith & Black
Attorneys and Counselors at Law
Platt Building
Portland, Oregon

Attention: Mr. George Black, Jr.

Gentlemen:

Reference is made to your letter of the 3rd instant concerning the contract awarded to H. E. Schmeer for the reconstruction of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, it being State Highway Contract #1280.

Investigation reveals that the final field notes of this project are now in our office and that a check of these will be made within the next few days. Present indications are that the check will be completed some time next week. As soon as this is done a final voucher will be prepared for acceptance on the part of the contractor. If accepted by the contractor, the voucher will be placed in line for immediate payment. There is a certain routine that these vouchers have to pass through which does not permit of a very rapid settlement, and it usually takes from ten days to two weeks from the date the voucher is prepared before it is ready to present to the Secretary of State who issues the State warrant to cover. It is likely therefore that the warrant will not be ready to deliver to Mr. Schmeer until about the first week in March. It may even be delayed longer that that in the event that it is necessary to send the field notes to the field engineer for verification of any particular item.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBC:PW

#1280
Umatilla Co.

...isyer:

Schmeer's contract Nye-Pilot Rock Section was completed on Oct, 17, 1931. The total amount paid to date is $106,580.45 and the retained percentage is $3,296.30. The field records have been received but have not yet been checked. I didnt answer this inquiry for I was not sure just what they wanted.

J. Mcf.

: BLACK
r LAW

ADDRESS ALL COMMUNICATIONS TO THE FIRM

State Highway Commission,
Salem, Oregon.

Gentlemen:

If it is not too much trouble, we would like to have you advise us as soon as the final estimates have been worked out on the contract with H. E. Schmeer for road construction on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, Oregon, and before final payment is made.

Very truly yours,

GB:GG

Hartman Gael Smith & Black

RECEIVED
FEB 1932
STATE HIGHWAY
OREGON

#1280
Umatilla Co.

HARRISON G. PLATT
ROBERT TREAT PLATT
PALMER L. FALES
ISHAM N. SMITH
ARTHUR D. PLATT
GEORGE BLACK, JR.

PLATT, PLATT, FALES, SMITH & BLACK
ATTORNEYS AND COUNSELORS AT LAW
PLATT BUILDING
PORTLAND, OREGON

ADDRESS ALL
COMMUNICATIONS
TO THE FIRM

SUBJECT: Gus Kuyath bond

February
3 rd
1 9 3 2

State Highway Commission,
Salem, Oregon.

Gentlemen:

If it is not too much trouble, we would like to have you advise us as soon as the final estimates have been worked out on the contract with H. E. Schmeer for road construction on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, Oregon, and before final payment is made.

Very truly yours,

GB:GG

Platt Platt Fales Smith & Black

RECEIVED
FEB 4 1932
STATE HIGHWAY
SALEM, OREGON

#1751

PR1550

January 26, 1932

Pilot Rock Lumber Yard,
Pilot Rock,
Oregon.

Attention of Mr. L. T. Greene, Manager

Gentlemen:

Reference is made to your letter of the 25rd inst., stating that you have a balance of $336.05 due you from Stevens & Anderson, contractors on state highway work at Pilot Rock.

The contract to which you refer, we believe, is State Highway Contract No. 1200, which was awarded by the State Highway Commission to H. E. Schmeer, and is for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County. We have been informally notified that Stevenson & Anderson are subcontractors under Mr. Schmeer. In any event, they are not the original contractors with the State Highway Commission.

In connection with the contract awarded to Mr. Schmeer, a bond was furnished by him to the State for the protection of claims incurred against the project. This bond was written by Southern Surety Company of New York, for whom Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland, Oregon. This bond is offered for the protection of claims, whether incurred by the original contractor, his agents, or subcontractors, and the same is offered to you for the protection of your claim. We would suggest that you file your claim with the bonding company and ascertain their attitude concerning it. Would also suggest that you file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 360 of the Laws for 1931, a mimeographed copy of which is enclosed. You will note in this law that claims should be filed within six months subsequent to the date of completion of the project. According to our records, the project was

completed by Mr. Schmeer on October 17, 1931.

A search of our records reveals the fact that no claim in the above amount has as yet been filed against this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

KDO:AJ

PILOT ROCK LUMBER CO.

RECEIVED

January 26, 1931

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have today been informed by Pilot Rock Lumber Company of Pilot Rock, Oregon, that they have a balance of $586.05 due them from Stevens & Anderson on state highway work at Pilot Rock.

Evidently, the contract to which they refer is State Highway Contract No. 1230, which was awarded by the State Highway Commission to H. E. Schmeer for the regrading and resurfacing of the Hye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County. We have been informally notified that Stevenson & Anderson are subcontractors under Mr. Schmeer.

This information is transmitted to you as you appear as surety on the original contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc H. E. Schmeer
685 E. 12th St. N.
Portland

PILOT ROCK LUMBER YARD

E. S. MacMARTIN, PROP.

DEALER IN

LUMBER, BUILDING MATERIAL AND COAL

PILOT ROCK, OREGON

RECEIVED
JAN 26 1932
OREGON
STATE HIGHWAY COMMISSION

Jan 23, 1932

State Highway Department
Salem, Oregon;

We have a balance of $366.05 against Stevenson and Anderson contractors State highway work here at Pilot Rock Oregon. It seems as though said contractors are not able to take care of this amount in question.

Please advise whether or not there has been any lein filed against their bonding company for the above amount.

If not please advise how and what course to follow in order to file said lein.

Sincerely
Pilot Rock Lumber yard
by. L. T. Greene Mgr.

#1280

PR 155-a

January 13, 1932

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sirs

This is to acknowledge receipt of the notice of claim of Washington County for rental of one steam roller and charges for loading the same furnished in the sum of $461.00 to Stevenson & Anderson in connection with the contract for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County which contract is that of H. E. Schmeer, contract No. 1280.

We are today forwarding copies of this notice to the contractor and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

January 13, 1932

Southern Surety Company of New York
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed by Washington County for rental of one steam roller and charges for the loading of the same furnished in the sum of $461.80 in connection with H. E. Schmeer's contract for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc H. E. Schmeer
685 E 12th St. N.
Portland, Oregon

...retary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 12, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Hon. Donald T. Templeton, County Judge, Hillsboro, Oregon, and filed as of this date, a notice of claim by Washington County, Oregon, for rental of one steam roller and charges for loading the same furnished in the sum of $461.00 against the bond taken fro m Stevenson & Anderson as principal, and Southern Surety Company of New York as surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

TO HON. HAL E. HOSS, SECRETARY OF STATE OF THE STATE OF OREGON.

Notice is heregy given that Washington County, Oregon, has a claim for use of one steam roller and charges for loading same for shipment, in the sum of Four Hundred Sixty One ($461.00), dollars against the bond taken from the Southern Surety Company of New York, for the use of said steam roller in the prosecution of state highway contract No. 1280 for regrading and resurfacing the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, rented and used by the firm of Stevenson & Anderson from May 9, to Nov. 6, 1951.

Dated at Hillsboro, Oregon, this 9th, day of January 1952.

Washington County, Oregon,
By DONALD T. TEMPLETON
County Judge.

State of Oregon, }
Washington County, } SS.

I, Donald T. Templeton, County Judge of Washington County, Oregon, being first duly sworn depose and say that the foregoing statement of account is a just, true and cofrect charge for the use of said steam roller and that no part thereof has been paid and that there are no legal offsets thereto.

Subscribed and sworn to before me this 9th. day of January 1952.

DONALD T. TEMPLETON

E. J. GODMAN
Notary Public for Oregon.
My Commission expires March 11, 1955.
(SEAL)

Hillsboro, Oregon, December 1, 1951

Stevenson & Anderson
Aloha, Ore.

To WASHINGTON COUNTY, OREGON, Dr.

To rental, Steam Roller from May 9, 1951 to Nov. 6 1951 is five and nine tenths months @ $75.00	$442.50
To Loading Charges	18.50
Total	$461.00

Endorsed: File No. 1085
Filed January 12, 1952
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Washington County, Oregon, for rent of one steam roller and charges for loading the same furnished in the sum of $461.00 against the bond taken from Stevenson & Anderson, principal, and Southern Surety Company of New York, surety, in connection with the construction of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, with the original notice filed in the office of the Secretary of State on January 12, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of January A. D. 1932.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Washington County, Oregon, for rent of one steam roller and charges for loading the same furnished in the sum of $461.00 against the bond taken from Stevenson & Anderson, principal, and Southern Surety Company of New York, surety, in connection with the construction of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, with the original notice filed in the office of the Secretary of State on January 12, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

PF 1559

January 6, 1932

Platt, Platt, Fales, Smith & Black,
Attorneys at Law,
Platt Building,
Portland, Oregon.

Gentlemen: Your Reference: Gas Forath Bond

Reply is made to your letter of the 30th ult., concerning contract awarded by the State Highway Commission to H. E. Schmeer for road construction on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

The contract to which you refer is state highway contract #1280, and is for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, 7.8 miles in length. This contract was awarded to Mr. Schmeer with the understanding that Mr. Earl L. McCutt would perform the grading work under a subcontract. The bond furnished by Mr. Schmeer to the State was written by the Southern Surety Company of New York, for which Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland.

Concerning payments to Mr. Schmeer, will say that they have been made regularly each month since he started work. Final payment has not yet been made, and we do not know at this time what the final amount will be since the field notes and estimate have not yet been submitted by the resident engineer in charge of the work. We expect that these will be received in the very near future, however.

According to our records, we have thus far paid Mr. Schmeer the sum of $101,957.20, and we have in our

possession as retained percentage, the sum of $7,551.48.

The above contract was performed under the direct supervision of Mr. C. E. Carter, resident engineer for the State Highway Commission, whose headquarters are at Pendleton.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HSG:AJ

HARRISON G. PLATT
ROBERT TREAT PLATT
PALMER L. FALES
ISHAM N. SMITH
ARTHUR D. PLATT
GEORGE BLACK, JR.

PLATT, PLATT, FALES, SMITH & BLACK
ATTORNEYS AND COUNSELORS AT LAW
PLATT BUILDING
PORTLAND, OREGON

ADDRESS ALL
COMMUNICATIONS
TO THE FIRM

SUBJECT: Guy Kuyath bond

December
30 th
19 31

RECEIVED
JAN 2 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

Contract #1280

We are interested in the contract with H. E. Schmeer for road construction on the Hye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, Oregon, by virtue of being attorneys for the Great American Indemnity Company, which wrote a bond on behalf of Guy Kuyath in favor of Earl McNutt for a subcontract on that road construction.

We would be pleased if you would advise us whether the final estimates and/or payments have been made, by the State of Oregon, to the principal contractor and, if convenient, send us a statement of the amount of the estimates and the dates of payment.

Will you also please advise us of the name of the State Highway Engineer who had immediate charge of this job for the State of Oregon?

Very truly yours,

GB:GG

Platt, Platt, Fales, Smith & Black.

#1280
Umatilla Co

PR 1554

January 12, 1932

Southern Surety Company;
Eaton, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have been informed by County Judge Donald T. Templeton of Washington County that said county has a claim against the bond furnished by H. E. Schmeer in connection with the contract that was awarded to him by the State Highway Commission for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract #1280. The amount of the claim is $461.00 and is for rental of steam roller (five and nine-tenths months at $75.00 per month, and loading charges amounting to $18.50), which bill was incurred by Stevenson & Anderson, subcontractors under H. E. Schmeer.

This notification is being sent you as you appear as surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer
685 E. 12th St. N.
Portland, Ore.

January 12, 1932

Mr. Donald T. Templeton,
County Judge,
Hillsboro, Oregon.

Dear Sir:

We are in receipt of your letter of the 11th instant, informing us that you have filed notice of claim with the Secretary of State against the bond furnished by H. E. Schmeer in connection with the contract that was awarded to him by the State Highway Commission for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

According to our usual procedure, we are today notifying the contractor and his surety concerning your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HILLSBORO, OREGON, December 1, 1931 193

Stevenson & Anderson

Aloha, Ore.

TO *Washington County, Oregon,* DR.

HILLSBORO ARGUS

To rental, Steam Roller from May 9, 1931 to Nov. 6, 1931 is five and nine tenths months @ $ 75.00	$ 442.50
To Loading Charges	18.50
Total	$ 461.00

Yours truly

Isabel I. Templeton

County Judge.

County Court - Washington County, Oregon

DONALD T. TEMPLETON, JUDGE
HILLSBORO, OREGON

H. D. KEEKMAN, COMMISSIONER
J. M. HIATT, COMMISSIONER

January 11th. 1932.

STATE HIGHWAY COMMISSION,
Mr. H. B. Glaisyer, Secretary,
Salem, Oregon.

Dear Sir;

Enclosed find copy of claim which this county has against the firm of Stevenson & Anderson, whom we are informed by your letter of January 7, are mentioned in connection with the contract awarded to Mr. H. E. Schmeer, for re-grading and resurfacing the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, which is known as state highway contract No. 1280.

Notice of this claim has been filed with the Secretary of State as you suggest, and also a copy mailed to to Bates, Lively & Pearson, agents for the Southern Surety Company, by whom the bond was furnished.

Thanking you for the information,

I am

Yours truly

Mabel T. Templeton
County Judge.

#1240
Umatilla Co

PF 1559

January 7, 1932

Mr. Donald T. Templeton,
County Judge,
Hillsboro, Oregon.

Dear Sir:

I wish to acknowledge receipt of your letter of the 30th ult., in which you advise us of your claim in the sum of $461.00 against Stevenson & Anderson for rental of steam roller and loading charges on same.

We have no contracts with Stevenson and Anderson and are, therefore, without information as to which particular project your bill should be charged against. If you can furnish us with additional information, we will look into the matter further.

A search has been made of our records, and the only place where we find the name of Stevenson & Anderson appearing is in connection with a contract awarded by the State Highway Commission to H. E. Schmeer. This is state highway contract No. 1280 and is for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County. We are not advised as to whether or not Stevenson & Anderson are subcontractors under Mr. Schmeer. However, if this is the work for which your steam roller was rented, the following information will be of benefit to you:

Mr. Schmeer furnished the state with a surety bond for the protection of claims incurred against the work. This bond was written by the Southern Surety Company of New York for which Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland, Oregon. We hold the bond responsible and liable for the satisfactory settlement of claims, and refer you to the bondsmen. We also suggest that you file a notice of your claim with the Secre-

tary of State, in accordance with the provisions of Chapter 280 of the laws of 1951, a mimeographed copy of which we enclose. You will note that this notice should be filed within six months from the date of completion of the project. The completion date was October 17, 1951. We have not yet made final payment to Mr. Schmeer, but expect to do so within the next month, or so.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBG:AJ

RONALD T. TEMPLETON, JUDGE
J. M. HIATT, COMMISSIONER
H. D. KERKMAN, COMMISSIONER

J. W. BARNEY
COUNTY ENGINEER

WASHINGTON COUNTY

ENGINEER'S OFFICE
HILLSBORO, OREGON

December 30, 1931.

RECEIVED
DEC 31 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy Klein, State Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

We herewith file our bill for $461.00 against Stevenson and Anderson for rental of steam roller and loading charges on same.

Since this firm has failed to take care of same will you kindly see that ~~same~~ it is taken care of and oblige,

Ronald T. Templeton County Judge.

HILLSBORO, OREGON, December 1, 1931193

Stevenson & Anderson

Aloha, Ore.

TO *Washington County, Oregon,* DR.

HILLSBORO ARGUS

To rental, Steam Roller from May 9, 1931 to Nov. 6, 1931 is five and nine tenths months @ $ 75.00	$ 442.50
To Loading Charges	18.50
Total	$ 461.00

We are today forwarding copies of the notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

December 28, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of December 24, 1931 in which you inclose three certified copies of the notice of claim of the Farmerghty Machinery Company for rental on equipment furnished in the sum of $1,377.20 against the bond taken from Stevenson & Anderson, principal, and Aetna Casualty & Surety Company, surety, for work on the Pilot Rock Highway in Umatilla County.

We are today forwarding copies of the notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

December 23, 1931

Southern Surety Company of New York
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed with the Secretary of State by the Pennsylvania Machinery Company for rental on equipment furnished in the sum of $1,377.20 to Stevenson & Andersen, subcontractors on the contract awarded to H. E. Schmeer for the Rye-Pilot Rock Section of the Oregon-Washington Highway, contract No.1280.

This information is given you since you appear as surety on the bond furnished by H. E. Schmeer in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

Inc.

cc H. E. Schmeer
685 East 12th St. N.
Portland, Oregon.

HAL E. HOSS
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 23 1931
STATE HIGHWAY COMMISSION

December 21, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary.

This is to advise that we received and filed as of this date, a notice of claim by Feenaughty Machinery Company for rental on equipment furnished in the sum of $1,377.20 against the bond taken from Stevenson & Anderson, principal, and Aetna Casualty & Surety Company, surety, for work on the Pilot Rock Highway in Umatilla County.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

TO THE STATE OF OREGON, and
THE STATE HIGHWAY COMMISSION
of the STATE OF OREGON

NOTICE IS HEREBY GIVEN, that the undersigned, FEENAUGHTY MACHINERY COMPANY, a corporation, organized under the laws of the State of Oregon, with its principal office at 324 Belmont Street, Portland, Oregon, has a claim for rental of equipment and replacement items used up on the job for the sum of One Thousand Three Hundred Seventy-seven Dollars and Twenty Cents ($1,377.20) against the bond taken from STEVENSON AND ANDERSON, Pilot Rock, Oregon, contractors, and against the surety on the bond of said Stevenson and Anderson, to-wit: THE AETNA CASUALTY AND SURETY COMPANY, for the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and said Stevenson and Anderson on the State Highway in Umatilla County at Pilot Rock, Oregon.

An itemized statement of said claim is attached hereto.

Dated, December 19, 1931.

FEENAUGHTY MACHINERY COMPANY

By W. O. FEENAUGHTY
President

* * * * * * *

Statement

Portland, Oregon, _____192__

FEENAUGHTY MACHINERY CO.
309-315 East Yamhill Street, Corner East First

Stevenson and Anderson
Pilot Rock, Oregon
Remit in Portland or Chicago Exchange

1931				
May 1	4/25	Invoice #1695, 155' 5/8-6/19 Cable	17.20	
21		Invoice #2241 Russel Mogul Rent 5/21 - 6/21	30.00	
21		Invoice #2242 Rent on Unit Shovel 5/25 - 6/25	350.00	457.20
June 17		Invoice #2957, Rent on Unit 6/ 25-7/25	350.00	
		Invoice #2956, Rent Russel Mogul 6/21 - 7/21	90.00	440.00
July 21		Invoice #3900, Rent Russell Scarifier 7/21 - 8/21	30.00	
25		Invoice #3901, Rent on Unit 7/25 - 8/25	350.00	380.00
Aug. 21		Invoice #4746, Rent Russell Scarifier 8/21 - 9/20	75.00	
25		Invoice #4747, Rent on Unit 8/25 - 9/24	[illegible]	425.00
Sept. 21		Invoice #5151, Rent Russell Scarifier 9/21 - 10/20	.0	
25		Invoice #5216, Rent on Unit 9/25-10/24	[illegible]	425.00
				2,127.20
Sept. 9		Check #109		750.00
				$ 1,377.20

Endorsed: File No. 1073
Filed December 21, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental of equipment and materials furnished in the sum of $1,377.20 against the bond taken from Stevenson & Anderson, principals, and Aetna Casualty & Surety Company, surety, for work on the Oregon State Highway at Pilot Rock, Oregon, with the original notice filed in the office of the Secretary of State on December 21, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of December A. D. 1931.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental of equipment and materials furnished in the sum of $1,377.20 against the bond taken from Stevenson & Anderson, principals, and Aetna Casualty & Surety Company, surety, for work on the Oregon State Highway at Pilot Rock, Oregon, with the original notice filed in the office of the Secretary of State on December 21, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of December A. D. 1931.

Hal E Hoss

Secretary of State

December 22, 1931

Pennaughty Machinery Co.,
824 Belmont St.,
Portland, Oregon.

Attention of Mr. H. Q. Pennaughty, President

Gentlemen:

Receipt is acknowledged of your letter of December 19, enclosing notice of claim against the bond of Stevenson and Anderson, which you state was furnished in connection with a state highway contract.

According to our records, the State Highway Commission has no contract with Stevenson and Anderson for construction work at Pilot Rock. No doubt, you have reference to State Highway Contract No. 1280 for the re-grading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, which was awarded by the State Highway Commission to H. E. Schmeer, and evidently your debtors are subcontractors under Mr. Schmeer. However, we have no knowledge of the agreements by and between contractors and subcontractors, as we hold the original contractors responsible and liable for the satisfactory completion of highway projects and for the payment of all claims incurred against the same.

The surety on Mr. Schmeer's bond is the Southern Surety Company of New York, for which Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland, Oregon. We would suggest that you file your notice of claim with the Secretary of State against this bond.

The notice of claim, above referred to, is being placed on file in this office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

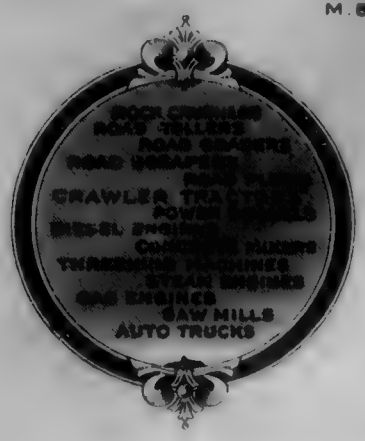
Secretary

AJ

SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND OUR CONTROL ACCEPTED.

RECEIVED
DEC 21 1931
OREGON
STATE HIGHWAY COMMISSION

W. O. FEENAUGHTY, PRESIDENT & MGR
D. J. FEENAUGHTY, VICE PRESIDENT
J. I. OVERMAN, SEC'Y. & SALES MGR
M. B. MACK, MGR. AGRICULTURAL DEPT



Feenaughty Machinery Co.

MANUFACTURERS AND JOBBERS IN
ROAD AND STREET BUILDING MACHINERY
CRUSHING, ROCK AND EARTH HANDLING EQUIPMENT
FARM AND SAW MILL MACHINERY

324 BELMONT STREET

PORTLAND, OREGON

December 19, 1931

Oregon State Highway Commission,
Salem,
Oregon

Gentlemen:

We are enclosing notice of claim against the contract of Stevenson and Anderson, Pilot Rock, Ore.

Will you please file the same for attention.

Yours very truly,
FEENAUGHTY MACHINERY COMPANY

W O Feenaughty
President

WOF:G

TO THE STATE OF OREGON, and
THE STATE HIGHWAY COMMISSION
of the STATE OF OREGON

NOTICE IS HEREBY GIVEN, that the undersigned, FEENAUGHTY MACHINERY COMPANY, a corporation, organized under the laws of the State of Oregon, with its principal office at 324 Belmont Street, Portland, Oregon, has a claim for rental of equipment and replacement items used up on the job for the sum of One Thousand Three Hundred Seventy-seven Dollars and Twenty Cents ($1,377.20) against the bond taken from STEVENSON AND ANDERSON, Pilot Rock, Oregon, contractors, and against the surety on the bond of said Stevenson and Anderson, to-wit: THE AETNA CASUALTY AND SURETY COMPANY, for the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and said Stevenson and Anderson on the State Highway in Umatilla County at Pilot Rock, Oregon.

An itemized statement of said claim is attached hereto.

Dated, December 19, 1931.

FEENAUGHTY MACHINERY COMPANY

By J. A. Feenaughty
President

STATEMENT

PORTLAND, OREGON, _____ 192__

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

Stevenson and Anderson

Pilot Rock, Oregon

Remit in Portland or Chicago Exchange

1931

May	1	4/25 Invoice #1695, 135' 5/8-6/19 Cable	17.20	
	21	Invoice #2241 Russel Mogul Rent 5/21 - 6/21	90.00	
	21	Invoice #2242 Rent on Unit Shovel 5/25 - 6/25	350.00	457.20
June	17	Invoice #2937, Rent on Unit 6/25 - 7/25	350.00	
		Invoice #2936, Rent Russel Mogul 6/21 - 7/21	90.00	440.00
July	21	Invoice #3900, Rent Russell Scarifier 7/21 - 8/21	30.00	
	25	Invoice #3901, Rent on Unit 7/25 - 8/25	350.00	380.00
Aug.	21	Invoice #4746, Rent Russell Scarifier 8/21 - 9/20	75.00	
	25	Invoice #4747, Rent on Unit 8/25 - 9/24	350.00	425.00
Sept.	21	Invoice #5131, Rent Russell Scarifier 9/21 - 10/20	75.00	
	25	Invoice #5216, Rent on Unit 9/25 - 10/24	350.00	425.00
				2,127.20
Sept.	9	Check #109		750.00
				$ 1,377.20

#1280
Una. Co

PP 1554

December 12, 1931

Southern Surety Company of N. Y.
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed by Howard Cooper Corporation against H. E. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

The claim is in the amount of $2188.78 and is for rental of equipment furnished to Stevenson & Anderson, subcontractors under H. E. Schmeer.

We are giving you this information as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer,
685 E. 12th St. N.
Portland, Oregon

December 12, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of December 10, enclosing certified copies of notice of claim filed by Seward-Cooper Corporation against Stevenson & Anderson, subcontractors under H. E. Schmeer, in connection with State Highway Contract No. 1220, which is for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 10, 1951

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim for rental of equipment by Howard-Cooper Corporation in the sum of $2188.78 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

We are enclosing a certified copy of this ndice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

TO THE OREGON STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned Howard-Cooper Corporation has a claim for rental of equipment furnished to Stevenson & Anderson, Sub-contractors under H. E. Schmeer, in the sum of Two thousand one hundred eighty-eight dollars and seventy eight cents ($2188.78) against the bond taken from the Southern Surety Company of New York, for the work on State Highway contract No. 1280, known as the Nye-Pilot Rock, Oregon Section of the Oregon-Washington Highway in Umatilla County.

HOWARD-COOPER CORPORATION

BY: D. I. COOPER

President

Endorsed: File No. 1062
Filed December 10, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Howard-Cooper Corporation for rental on equipment furnished in the sum of $2188.78 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, State Highway contract No. 1280, with the original notice filed in the office of the Secretary of State on December 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of December, A. D. 19 31.

Hal E. Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Howard-Cooper Corporation for rental on equipment furnished in the sum of $2188.78 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, State Highway contract No. 1280, with the original notice filed in the office of the Secretary of State on December 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of December, A. D. 19 31.

Hal E Hoss

Secretary of State

#1250
Umatilla Co

PR 15-5-9

December 16, 1931

Mr. Hal E. Hoss, Secretary of State,
Capitol Building,
Salem, Oregon.

Dear Sir:

We acknowledge receipt of your letter of December 10, enclosing three certified copies of notice of claim filed in your office on the 10th, by Braden-Bell Tractor Equipment Company against H. E. Schmeer for tractor rent and repairs to tractor. The amount of the claim is $750.41 and is against State Highway Contract No. 1280, which is for the regrading and resurfacing of the Kyo-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Copies of the notice are today being forwarded to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 11, 1931

Southern Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim which was filed in the office of the Secretary of State on December 10, by Broderm-Ball Tractor Co., against H. E. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Eye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

This information is furnished you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer
635 E. 12th St. N.
Portland, Ore.

HAL E. HOSS
Secretary of State

C. N. LAUGHEAD
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 10, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Braden-Bell Tractor Equipment Company for repairs and rental of tractor in the sum of $750.41 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway, Project No. 1367, Contract No. 1280.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

To the State of Oregon:

Notice is hereby given that the undersigned, Braden-Bell Tractor Equipment Company, a corporation, has a claim for tractor rent in the sum of $666.66, and repairs to tractor, made by the contractor as a part of the rental, in the sum of $83.75, all furnished to Stephenson and Anderson, sub-contractors under H. E. Schmeer, making a total claim in the sum of $750.41 against the bond taken from H. E. Schmeer as principal, and Southern Surety Company of New York as surety for the work of regrading and surfacing the Nye-Pilot Rock section of the Oregon-Washington Highway being Project No. 1567, Contract No. 1280.

Braden-Bell Tractor Equipment Company

By J. V. BELL
Secretary

NOTICE OF CLAIM
Braden-Bell Tractor Equipment Co. vs. H. E. Schmeer, Principal and Southern Surety Company of New York, surety.

Endorsed: File No. 1060
Filed December 10, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Braden-Bell Tractor Equipment Company for repairs and rent furnished in the sum of $750.41 against the bond taken from H. E.Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway, State Highway contract No. 1280, with the original notice filed in the office of the Secretary of State on December 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of December, A. D. 1931.

Hal E Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Braden-Bell Tractor Equipment Company for repairs and rent furnished in the sum of $750.41 against the bond taken from H. E.Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway, State Highway contract No. 1280, with the original notice filed in the office of the Secretary of State on December 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of December, A. D. 1931.

Hal E Hoss

Secretary of State

#1228

PP1554

December 11, 1951

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We acknowledge receipt of your letter of December 10, enclosing three copies of notice of claim filed in your office on the 10th inst., by Union Oil Company of California against H. E. Schmeer for petroleum products furnished him. The amount of the claim is $18.80, and is against State Highway Contract No. 1230 which was awarded to Mr. Schmeer by the State Highway Commission for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Copies of the notice are today being forwarded to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 11, 1931

Southern Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed by Union Oil Company with the Secretary of State against H. E. Schmeer for petroleum products furnished him in the sum of $16.80 which were used in connection with the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

This information is furnished you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer
685 E. 12th St. N.
Portland, Ore.

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 10, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Union Oil Company of California for petroleum products furnished in the sum of $18.80 against the bond taken from Stevenson & Anderson, principal, and Casualty Surety Company, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract #1280.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

TO THE STATE HIGHWAY COMMITTEE AND STATE HIGHWAY ENGINEER OF THE STATE OF OREGON

NOTICE IS HEREBY GIVEN that the undersigned UNION OIL COMPANY OF CALIFORNIA has a claim in the sum of $18.80 against STEVENSON & ANDERSON and against the bond from Carnalty Surety Company represented by Bates Lively & Pearson, (Yeon Building, Portland, Oregon) for the work of contract # 1280-A, Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.
(description of work for which bond was taken)

Said claim is for Petroleum Products used on this job.

(If for work or labor state nature thereof, if for material or supplies furnished state generally what material or supplies were furnished.)

In event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of _____ dollars as an attorney's fee, and the sum of _____ dollars to defray costs of said action.

UNION OIL COMPANY OF CALIFORNIA

CHAS. R. GROSS
District Accountant

I . . . . . ,

Subscribed and sworn to before me this 9th day of December 1931.
(SEAL)

W. A. SCOTT
Notary Public in and for the State of Oregon residing at Portland.
My commission expires Oct. 17, 1934.

Endorsed: File No.1063
Filed December 10, 1931
HAL E. HOSS,
Secretary of State.

#1-60

PR 15-59

December 11, 1951

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice that was filed in the office of the Secretary of State on December 10, by Braden-Ball Tractor Equipment Company against the bond of H. E. Schmeer furnished in connection with State Highway Contract No. 1280, which is for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

The amount of the claim is $380.04 and is for tractor rent and repairs to tractor contracted by Gus Kayath, subcontractor under Earl L. McNatt, subcontractor under H. E. Schmeer.

This information is furnished you as you appear as the surety on Mr. Schmeer's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer,
386 E. 12th St. N.
Portland, Oregon.

December 11, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 10th inst., in which you enclose three certified copies of claim filed by Bradem-Bell Tractor Equipment Company, for tractor rent and repairs to tractor, against the bond furnished by H. E. Schmeer in connection with the State Highway Contract numbered 1280, for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Copies of the notice are being mailed today to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 10, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Fee & Randall, Attorneys, Pendleton, and filed as of this date a notice of claim by Braden-Bell Tractor Equipment Company for repairs and rental on tractor furnished in the sum of $339.04 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway, project No. 1367, Contract No. 1280.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

To the State of Oregon:

Notice is hereby given that the undersigned, Braden-Bell Tractor Equipment Company, a corporation, has a claim for tractor rent in the sum of $288.67, and repairs to tractor, made by the contractor as a part of the rental, in the sum of $72.37, all furnished to Gus Knuth, sub-contractor under Earl L. McNutt, sub-contractor under H. E. Schmeer, making a total claim in the sum of $539.04 against the bond taken from H. E.Schmeer as principal,and Southern Surety Company of New York as surety for the work regrading and surfacing the Nye-Pilot Rock section of the Oregon-Washington Highway being Project No. 1567, Contract No. 1280.

Braden-Bell Tractor Equipment Company

By J. V. BELL
Secretary

NOTICE OF CLAIM
Braden-Bell Tractor Equipment Co. vs H. E. Schmeer, Principal and Southern Surety Company of New York Surety.

Endorsed: File No. 1059
Filed December 10, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Braden-Bell Tractor Equipment Company for repair and rent on tractor furnished in the sum of $339.04 against the bond taken from H. E.Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway, State Highway Contract No. 1367, with the original notice filed in the office of the Secretary of State on December 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of December, A. D. 1931.

Hal E Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Braden-Bell Tractor Equipment Company for repair and rent on tractor furnished in the sum of $339.04 against the bond taken from H. E.Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway, State Highway Contract No. 1367, with the original notice filed in the office of the Secretary of State on December 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of December, A. D. 1931.

Hal E Hoss

Secretary of State

#1280
Umatilla Co

PR 1559

December 6, 1951

Howard-Cooper Corporation,
East 3rd St. and Hawthorne Ave.,
Portland, Oregon.

Attention of Mr. H. I. Cooper, President

Gentlemen:

We are in receipt of your letter of the seventh instant, in which you enclose notice of your claim, in the sum of $2,188.78 for rental of equipment, against Stevenson and Anderson, sub-contractors under H. E. Schmeer, in connection with the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

The Southern Surety Company of New York, which furnished the surety bond for the contractor, is being today advised as to your claim; we are also notifying Mr. H. E. Schmeer.

Your notice of claim is being placed on file for future reference. A notice should also be filed with the Secretary of State, in accordance with the legal provisions, and we would suggest that you do this at your earliest opportunity, if you have not already done so. A copy of the law relating to the filing of claims is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 8, 1951

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim received from Howard-Cooper Corporation, in the amount of $2,168.78 for rental of equipment, against Stevenson and Anderson, subcontractors under H. E. Schmeer. This machinery, in accordance with the notice, was used in connection with State Highway Contract No. 1280, awarded to H. E. Schmeer, for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

You wrote the surety bond for Mr. Schmeer, and we are, therefore, notifying you regarding the above claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer
685 E. 12th St. N.,
Portland, Oregon.

D. I. COOPER, PRESIDENT
ROY E NELSON, VICE PRES
E C. LUNDQUIST, SECY-TREAS.

HOWARD COOPER
CORPORATION

MAIN OFFICE AND WAREHOUSE
EAST 3RD ST AND HAWTHORNE AVE
PORTLAND, OREGON

BRANCH OFFICES
AND WAREHOUSES
BOISE, IDAHO
SEATTLE, WASH.
SPOKANE, WASH

December 7, 1931

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing claim against Stevenson & Anderson, sub-contractors under H. E. Schmeer, contract No. 1280, for regrading and surfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Very truly yours,

HOWARD-COOPER CORPORATION

D. I. Cooper
President

D.I.Cooper
J
(Encl)

TO THE OREGON STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned Howard-Cooper Corporation has a claim for rental of equipment furnished to Stevenson and Anderson, Sub-contractors under H. E. Schmeer, in the sum of Two thousand one hundred eighty-eight dollars and seventy-eight cents, ($2188.78) against the bond taken ~~from~~ with the Southern Surety Company of New York, for the work on State Highway Contract No. 1280, known as the Nye-Pilot Rock, Oregon Section of the Oregon-Washington Highway in Umatilla County.

HOWARD-COOPER CORPORATION

By: [signature]

President

#1-80
Umatilla
Co

PR1554

December 7, 1931

Southern Surety Company of New York
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemens

This is to advise you, as surety on the bond furnished by H. E. Schmeer in connection with the contract for the reconstructiom of the Nye-Pilot Rock Section of the Oregon-Washington Highway, that we have received notice of a claim from the Taylor Hardware Company of Pendleton, Oregon. The claim is in the sum of $116.35 and is for material and merchandise furnished in connection with the contract.

It is our understanding that Mr. Art Williams acting for Mr. Schmeer personally guaranteed the bill of Stevenson & Anderson.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

cc H. E. Schmeer
685 East 12th St. N.
Portland, Oregon

December 7, 1931

Taylor Hardware Company
Pendleton, Oregon

Gentlemen:

Your letter of the 30th ultimo, in which you advise us of your claim against Stevenson & Anderson, subcontractors under H. E. Schmeer, to whom the State Highway Commission awarded the contract for the reconstruction of the Hye-Pilot Rock Section of the Oregon-Washington Highway, has been forwarded to this office by our Division Engineer, H. G. Smith, La Grande.

We note that the amount of the claim is $116.35 and is for material and merchandise furnished by you for use in connection with the above mentioned contract. The protection offered claimants in connection with state highway contracts is the bond furnished by the original contractor. In this particular instance H. E. Schmeer has the original contract and the description of the project is the regrading and resurfacing of the Hye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, designated as State Highway Contract #1280. The bond furnished is for the protection of labor and material claims and all just debts, dues and demands incurred against the project. The bond was written by the Southern Surety Company of New York for whom Bates, Lively & Pearson are local agents with offices in the Yeon Building, Portland.

We suggest that you take the matter of your claim up with the agents of the bonding company. If you secure no satisfaction by so doing then you still have recourse to action in the courts against the contractor and the bondsmen, provided, of course, that you file notice of your claim with the Secretary of State prior to the expiration of a period of six months from the date of

completion of the contract, otherwise the bond is automatically relieved from obligation. I am inclosing in this letter a copy of Chapter 280 of the Laws of 1931 for your further information

In accordance with the usual practice I am advising the contractor and the surety on his bond that your claim has been filed in this office, and for them to take due notice of the same.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HEG:FW

Inc.

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

December 4, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Glaisyer

Dear Sir:

Herewith please find a letter from Mr. C. E. Carter, Resident Engineer of Pendleton, enclosing a bill and letter from the Taylor Hardware Company. Will you kindly advise them direct us to the proper action to take in order to collect their bill.

Very truly yours,

H. G. Smith

Division Engineer.

HGS:CW
Encls.

RECEIVED
DEC 1931
STATE HIGHWAY
OREGON

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM
H. E. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Pendleton,Oregon.
November 30,1931.

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
DEC 1931

Mr.H.G.Smith,
Division Engineer,
La Grande,Oregon.

Dear Sir:

Attached is a letter from The Taylor Hardware Company,Pendleton,Oregon that is self explanatory. Please forward to Salem for a reply.

It is my understanding that Mr.Art Williams acting for H.E.Schmeer personally guaranteed this bill of H.E.Schmeer's sub-contractor Stevenson & Anderson.

Yours truly,

L. E. Carter

Resident Engineer.

The Taylor Hardware Company

INCORPORATED

No. .....

PENDLETON, OREGON, Nov 30-1931 193.....

M Stevenson & Anderson

1.

Interest at 8 per cent after 60 days

111 MAIN STREET

1931			
		To Balance, Statement Rendered	
June	22	1 steel push broom	1.75
		3 do do do	6.30
		Telephone call to Baker Oregon	.70
	30	2 shovels	3.00
July	1	12 No 105 Push Brooms	21.00
	3	50 ft ⅜ ½" Cable	7.50
	6	3 spading forks	4.50
		blacksmith labor on ~~xxxxx~~ forks	.75
	9	1-8Qt canteen	2.00
		2 shovels	3.00
		4ft 6" x 2" leather belt	2.25
		1 belt lace	.15
	11	70 ft ½ " Cable	10.50
		2 broom handles	.50
		1 spading fork	1.50
	13	1-3" iron steam cock	8.00
		express on do do	.95
	16	1 roadside torch	1.75
	22	24 Sq ft hardware Cloth	1.90
		1-4" black elbow	2.10
		4 roadside torches	8.00
	25	2 ~~x~~ shovel handles	1.70
		30ft 5" Rubber belt	9.00
		6 safety set screws	.45
	30	3-16" wire brooms less handles	5.25
		2-14" do do do do	3.50
		1 spading fork	1.85
		1-3" x 3½" Nipple	.75
Sept	22	4-5/8 x 16 Mach Bolts	.95
		2# washers	.30
		2 Breaking down scoops By Williams	4.50
			$ 116.35

The Taylor Hardware Company

INCORPORATED

PENDLETON, OREGON

November 30th, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Inclosed please find an itemized statement of the account we have against Stevenson & Anderson, Washougal, Washington; sub-contractors under Mr H.E.Schmeer, Portland, Oregon, for material and merchandise furnished by our firm while they were doing work on the State Highway between Pilot Rock and Nye, Oregon, and which is still unpaid.

We have written them letters in regard to the matter, as well as to Mr Schmeer, but up to this time we have been unable to get a reply or any information as to when the account will be paid if ever.

We will greatly appreciate your help in this matter in collecting the account, as well as any information you can give us.

Thanking you your attention in the matter, we are,

Yours truly
The Taylor Hardware Company,

By W.E.Brock. President.

RECEIVED
DEC 1931

#1280

PR 1-5-9

December 2, 1931

Southern Surety Company of New York
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by Reimer's Garage for labor and materials furnished in the sum of $247.39 to H. K. Schmeer in connection with his contract for the re-grading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

This information is given you since you appear as surety on the bond furnished by Mr. Schmeer in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Enc.

cc H. K. Schmeer
605 E. 12th St. N.
Portland, Oregon

December 2, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of December 1st in which you inclose three certified copies of the notice of claim filed in your office by Reimer's Garage for labor and materials furnished to H. E. Schmeer in connection with his contract for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

H. E. Hoss
Secretary of State

C. N. Laughlin
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 2 1931
OREGON
STATE HIGHWAY COMMISSION

December 1, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H.B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Reimer's Garage for labor and materials furnished in the sum of $247.39 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon, State Highway Contract No. 1280.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

Oldsmobile Sales and Service Phone 86 Willard Batteries

United States of America

STATE OF OREGON

REIMER'S GARAGE
J. S. Reimer, Proprietor
Pilot Rock, Oregon

"To the State of Oregon:

"Notice is hereby given that the undersigned Reimer's Garage has a claim for labor on machinery, and gas and oil in the sum of two hundred forty-seven dollars and thirty-nine cents ($247.39) against the bond taken from the Southern Surety Company of New York, for whom Bates, Lively & Pearson are agents, by H. E. Schmeer and Stevenson and Anderson who are subcontractors under H. E. Schmeer, for the work of regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

REIMER'S GARAGE

By J. S. REIMER

J. S. Reimer

Endorsed: File No. 1054
Filed December 1, 1951
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Reimer's Garage for labor and materials furnished in the sum of $247.39 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280, with the original notice filed in the office of the Secretary of State on December 1, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of December, A. D. 19 31.

Hal E Hoss

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Reimer's Garage for labor and materials furnished in the sum of $247.39 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280, with the original notice filed in the office of the Secretary of State on December 1, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of December, A. D. 19 31.

Hal E Hoss

Secretary of State

PR 5-5-9

December 1, 1931.

Bates, Lively & Pearson,
Yeon Bldg.,
Portland, Oregon.

Gentlemen: Attention: Carl V. Bantz

Reference is made to your letter of November 27th, addressed to Mr. H. B. Glaisyer, which letter refers to a subcontract in connection with the H. E. Schmeer contract for the regrading and resurfacing of the Eye-Pilot Rock Section of the Oregon-Washington Highway.

As the final estimate for the Schmeer contract has not yet been received from the field, we cannot, at this time, give you the exact final quantities. We will give you an approximate estimate, however, and the final quantities can be provided later.

Under our interpretation of the provisions of the subcontract as set out in your letter, the subcontractor would be entitled to payment for the following quantities:

Item One.	Salvaging Surfacing Materials	7.9 miles	at	$600.00
Item Two.	Talus Base Surfacing	17,971.5 cu. yds.	at	$0.50
	Talus Shoulders	5,157.5 "	at	$0.50
Item Three.	Filler	825 "	at	$0.25
Item Four.	Rolling, sprinkling, blading and other street work on following quantities of crushed rock:			
	Coarse Broken Stone	9,083 cu. yds.	at	$0.50
	Key Materials	1,014 "	"	0.50
	Screenings	2,373 "	"	0.50

For the work performed under this subcontract, the main contractor received payment for two pay items, which apparently are not pay items under the subcontract. The items referred to are as follows:

Filler Haul	966	yd. mi.	(contract price $0.20)
Sprinkling	3,158.33	M.-Gals	(" " 3.00)

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:MR

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents
YEON BUILDING
GEORGE A. MERCER, Adjuster

RECEIVED
NOV 30 1931
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, ORE.,

Nov. 27, 1931

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract 1280 - H. E. Schmeer
Umatilla County-Nye-Pilot Rock Section

Dear Sir:

The Aetna Casualty & Surety Company bonded Stevenson, Anderson and Newman as sub-contractors under H. E. Schmeer , the bond running in his favor. The sub-contract covers the following items:

ITEM ONE

"The parties of the second part shall do all salvage work, including removing and replacing same and shall also do all work of rolling the sub-base, all as outlined in the original contract #1280, and will be paid therefore at the rate of six hundred dollars ($600.00) a mile, measurement to be determined by the state engineer in charge of said work.

In this connection it is also understood that after the surface of the highway has been graded the parties of the second part shall roll the road prior to the placing thereon of the talus rock, if so ordered by the state engineer.

ITEM TWO.

The parties of the second part shall load, haul and place all talus base surfacing and talus shoulders as provided on pages four, five, six and seven of the special provisions of contract #1280, and shall receive therefore fifty cents per cubic yard, quantities to be determined by truck measurement at point of loading.

ITEM THREE:

The parties of the second part shall load, haul, place and spread all filler as required by contract #1280, and shall receive therefore, the sum of twenty-five cents (25¢) per cubic yard, the basis of measurement to be as provided in the standard specifications for earth filler.

#1780

PP 1554

December 1, 1951

Mr. Hal E. Ross,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 30, in which you advise us that you have received and filed a notice of claim of Maurice Bay Garage against S. E. Schmeer for labor, and gas and oil furnished in the sum of $85.58 in connection with State Highway Contract No. 1280, which is for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Copies of the certified notices of claims, sent with your letter, are being forwarded to the surety of the contractor, as well as to the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 1, 1931

Southern Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim of Maurice Ray Garage, which has been filed in the office of the Secretary of State against H. E. Schmeer for labor, and gas and oil furnished in the sum of $85.55 in connection with State Highway Contract No. 1280, which is for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

This information is furnished you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer
686 E. 12th St. N.,
Portland, Oregon.

H. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

November 30, 1931

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Maurice Roy Garage for labor and materials furnished in the sum of $95.55 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway, State Highway contract No. 1280.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

United States of America

STATE OF OREGON

MAURICE ROY GARAGE

Maurice G. Roy, Prop.

Pilot Rock, Oregon

"To the State of Oregon:

"Notice is hereby given that the undersigned Maurice Roy Garage has a claim for labor on machinery, and gas and oil in the sum of ninety-five dollars and fifty-five cents ($95.55) against the bond taken from the Southern Surety Company of New York, for whom Bates, Lively & Pearson are agents, by H. E. Schmeer and Stevenson and Anderson who are subcontractors under H. E. Schmeer, for the work of regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

MAURICE ROY GARAGE

By M. G. ROY

Endorsed: File No. 1051
Filed November 30, 1951
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Maurice Roy Garage for labor and materials furnished in the sum of $95.55 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280, with the original notice filed in the office of the Secretary of State on November 30, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon,

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of November, A. D. 19 31.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Maurice Roy Garage for labor and materials furnished in the sum of $95.55 against the bond taken from H. E. Schmeer, principal, and Southern Surety Company of New York, surety, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280, with the original notice filed in the office of the Secretary of State on November 30, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon,

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of November, A. D. 19 31.

Hal E. Hoss

Secretary of State

#1284

PR1550

December 1, 1931

Harvey Wells Insurance Agency,
412 Failing Building,
Portland, Oregon.

Gentlemen:

In response to your inquiry of November 30th we wish to advise that the H. E. Schmeer contract No. 1280 - Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County was completed on October 17th, 1931. The total amount paid on the contract to date is $101,957.20 and the retained percentage is $7,551.49. As soon as the final estimate has been checked in this office final payment will be made.

Very truly yours,
STATE HIGHWAY COMMISSION,
By
Secretary.

Dict. by J. McFarland.

#1280

JESSE E. PHILLIPS
PRESIDENT

PACIFIC DEPARTMENT

Great American Indemnity Company New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE DAVENPORT 3660

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

November 30th, 1931.

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention - Mr. H. B. Glaisyer

In your letter of the 27th ult., you advised that probably the final estimate of the H. E. Schmmer contract No. 1280 - Nye-Pilot Rock Section of the Oregon Washington Highway in Umatilla County, would be made about the 10th of this month.

I would appreciate any information you have as to whether this contract is now completed and if final estimate and payment has been made.

Thanking you, I remain,

Yours very truly,

Harvey Wells
General Agent.

$3010.00

HW/B

Pd to date $101,957.20
Returned $7,551.49
Oct. 17, 1931

CONTRACT #1280,

PR 155-A Nye-Pilot Rock 1931

1280 Folder # 1

#1250

PP 1559

November 30, 1931

Howard-Cooper Corporation,
East Third St. & Hawthorne Ave.,
Portland, Oregon.

Attention of Mr. D. I. Cooper, President

Gentlemen:

Reply is made to your letter of the 27th instant, advising us of your claim in the sum of $2,108.78 against Stevenson & Anderson, who, you state, are subcontractors under H. E. Schmeer who is doing highway contract work at Pilot Rock.

The contract to which you refer is State Highway Contract No. 1280, and is for the regrading and surfacing of the Hyc-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County. This contract was awarded by the State Highway Commission to H. E. Schmeer on April 8, 1931; Mr. Schmeer furnished the State with a surety bond, as required by law, for the protection of labor and material claims, and all just dues, debts and demands incurred against the project. This bond was written by Southern Surety Company of New York, for whom Bates, Lively & Pearson are local agents with offices in the Yeon Building, Portland. It is suggested that you take the matter of your claim up with the bonding company.

Relative to the proper filing of claims with the State, I wish to say that this should be done in accordance with the provisions of Chapter 280 of Oregon Laws for 1931, a mimeographed copy of which we enclose. Notice should be filed with the Secretary of State prior to the expiration of six months from the date of completion of the project, in order to hold the bond responsible and liable.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HEG:AJ

HOWARD S. COOPER
INCORPORATED

November 30, 1951

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We are informed by Howard Cooper Corporation of Portland that they have a claim against Stevenson & Anderson, subcontractors under H. E. Schmeer, in the sum of $2,188.78 in connection with State Highway Contract No. 1290 which was awarded to Mr. Schmeer for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

You appear as surety on Mr. Schmeer's bond, and we are notifying you regarding this claim for that reason.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer
685 E. 12th St. N.
Portland, Oregon.

D. I. COOPER, PRESIDENT — ROY E. NELSON, VICE PRES. — E. C. LUNDQUIST, SEC'Y-TREAS.

HOWARD COOPER CORPORATION

MAIN OFFICE AND WAREHOUSE
EAST 3 2d ST AND HAWTHORNE AVE
PORTLAND, OREGON

BRANCH OFFICES AND WAREHOUSES
BOISE, IDAHO
SEATTLE, WASH.
SPOKANE, WASH

November 27, 1931

RECEIVED
NOV 28 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

We wish to file claim against Stevenson & Anderson, sub-contractors under H. E. Schmeer, general contractor on contract at Pilot Rock, Oregon, in amount of $2188.78.

I do not know just what particular contract this is, however, Mr. Schmeer advises that it was completed on October 17th.

We would thank you to file this claim and acknowlege receipt of same.

Thanking you for this courtesy, we are

Very truly yours,

HOWARD-COOPER CORPORATION

President

D.I.Cooper
J

ANSWERED
H. B. G.

PR 1559

November 27, 1931

Mr. Stephen A. Lowell,
Attorney at Law,
Pendleton, Oregon.

Dear Sir:

The contract to which you refer in your letter of November 25, is State Highway Contract No. 1280 - for regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County - and was awarded to H. K. Schmeer, 685 East 12th Street North, Portland, Oregon. Evidently, Earl L. McHatt is a subcontractor of Mr. Schmeer.

In connection with the above mentioned contract, Mr. Schmeer was required to furnish the State with a bond. This bond was written by Southern Surety Company of New York, for which Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland.

If additional information is required, we shall be pleased to furnish it upon request.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

OFFICE OF STEPHEN A. LOWELL
ATTORNEY AND COUNSELOR AT LAW
HEPPNER BLOCK
PENDLETON, OREGON

RECEIVED
NOV 27 1931
OREGON
STATE HIGHWAY COMMISSION

Nov. 25, 1931

State Highway Commission,

Salem, Oregon,

Gentlemen;-

I thank you for your answer to my inquiry of November 21, relative to sub-contractor Gus Kuyeth, which I have submitted to my cliant, the Pendleton Iron Works, and am informed that probably the primary contractor is one Earl McNutt of Eugene. Have you such a contract near Pilot Rock? If so, please give me necessary data to invoke the aid of the courts against the bonding company, if necessary. Unfortunately my cliant did not assemble sufficient data before extending credit.

Very truly

S. A. Lowell

#1280
Umatilla Co
pp 1559

November 18, 1931

Mr. J. S. Haimer,
Pilot Rock,
Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 17th instant, in which you advise us of your claim against Stevenson & Anderson, subcontractors under H. E. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280, the claim being in the sum of $247.59, for labor on machinery, gas and oil.

You ask that this amount be deducted from the final payment to the contractor. This we cannot do, but we offer you for your protection the bond furnished by Mr. Schmeer in connection with the work for the protection of claims against the project. It was written by the Southern Surety Company of New York, for whom Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland.

I would suggest that you file notice of your claim with H. E. Schmeer, whose address is 685 E. 12th St. North, Portland, and also with the agent for the bonding company. If you secure no satisfaction by so doing, you still have recourse to action in the courts and, in the meantime, should file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of letter received from J. S. Reisner of Pilot Rock, Oregon, regarding his claim against Stevenson & Anderson, subcontractors under E. E. Schmeer to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280. The claim is in the sum of $247.30 and is for labor on machinery, and for gas and oil.

This information is transmitted to you as you appear as surety on Mr. Schmeer's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC E. E. Schmeer
685 E. 12th St. N.
Portland, Ore.

W. O. STAVER
ATTORNEY AT LAW
PILOT ROCK, OREGON

RECEIVED
NOV 18 1931
OREGON
STATE HIGHWAY COMMISSION

November 17, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

The firm of Stevenson & Anderson of Beaverton, Oregon, who are sub-Contractors for H.E.Schmeer, who reconstructed the Jack Canyon road out west from Pilot Rock, Oregon, owe me the sum of $247.39 for labor on machinery, gas and oil purchased at my garage in Pilot Rock, Oregon. This amount is a balance due which they have not paid, but went away and said nothing about paying. I would appreciate it very much if this amount could be deducted out of the compensation owing themby the State for their amount of the work done on this road.

Yours very truly,

W. O. Reames

#1-50
unstable
Co

PP 15-3-a

November 18, 1931

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have received a request for certified copy of contract and bond, and an affidavit from Bradem-Ball Tractor Equipment Company, (through its attorneys, Fee & Randall of Pendleton) regarding its claim against H. E. Schmeer to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, State Highway Contract No. 1280.

The affidavit states that Stephenson & Anderson, as subcontractors under H. E. Schmeer, owe $668.66 for rental of tractor, and $35.75 for repairs to said tractor; and that Gus Kayath, as subcontractor, owes $256.67 for rental of a tractor, and $72.87 for material, supplies and labor.

This notice is given you as you appear as surety on the bond of Mr. Schmeer in connection with the above mentioned contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC H. E. Schmeer
685 E. 12th St. N.,
Portland, Oregon.

November 16, 1931

Mr. C. Z. Randall,
Attorney at Law,
Pendleton, Oregon.

Dear Sir:

We are in receipt of your letter of November 14, 1931, enclosing affidavit of J. V. Bell, Secretary and Treasurer of Braden-Bell Tractor Equipment Company, regarding claim of said company against H. E. Schmeer, to whom the State Highway Commission awarded the contract for the regrading and surfacing of the Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

In conformance with said affidavit, and the application of the claimant, we are enclosing a certified copy of the contract and bond of H. E. Schmeer (State Highway Contract No. 1280).

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

FEE & RANDALL
ATTORNEYS-AT-LAW
Pendleton, Oregon

RECEIVED
NOV 16 1931

November 14, 1931

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

We enclose herewith application for contract and bonds of H. E. Schmeer made by the Braden-Bell Tractor Equipment Company.

The documents may be sent to us.

Very truly yours,

C Z Randall

CZR:A
Encl. 1

To the State Highway Commission of the State of Oregon:

The undersigned corporation hereby makes application for a certified copy of the contract and bond of H. E. Schmeer (being contract 1280) for the regrading and surfacing of the Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, Oregon.

This application is made pursuant to the terms of Sec. 67-1101 Oregon Code 1930 and is based upon and supported by the affidavit (attached hereto) of J. V. Bell, Secretary and Treasurer of said corporation.

Dated November 13, 1931.

Braden-Bell Tractor Equipment Company

by J V Bell
Secretary and Treasurer

State of Oregon
County of Umatilla ss.

I, J. V. Bell, being first duly sworn on oath say, I am Secretary and Treasurer of the Braden-Bell Tractor Equipment Company, a corporation, (hereinafter, for convenience called claimant).

That the claimant has furnished labor and materials for the prosecution of the work of regrading and surfacing the Pilot Rock section of the Oregon-Washington Highway in Umatilla County, Oregon, which work was being done under the contract (No. 1280) between H. E. Schmeer and the State of Oregon, acting by and through its State Highway Commission; that the said labor and materials for the prosecution of said work were furnished as follows:

Stephenson and Anderson, as sub-contractors under H. E. Schmeer performed part of the work and regraded and surfaced a portion of said highway and in order to do so required the use of a tractor in said grading and surfacing and the claimant rented to said Stephenson and Anderson one Best Sixty Tractor for use only upon said work at the agreed rental of $250.00 per month, and the said Stephenson and Anderson to keep the said tractor in repair during the time the tractor was actually in use on the said work.

That the said tractor was actually used in regrading and surfacing the said section of said highway covered by said contract from the 29th day of June, 1931, to the 20th day of September, 1931, both dates inclusive and there is due the claimant as rental for said time, the sum of $666.66, and during said time the claimant furnished said Stephenson and Anderson the following repairs necessary to keep the said tractor in repair as a part of the agreed rental for said tractor, to-wit:

July 21	1-1A924 Valve $4.70	16-$\frac{1}{2}$x6$\frac{1}{2}$x, 060 Rings	$10.40	$15.10
July 21	1-606 Top Control Assembly $4.00			
	1-605 Top Assembly	5.25		9.25
July 28	1-117-A Trunnion $5.00, 4-252 A gasket $1.00			6.00
Sept. 1	1-2458A Shaft $25.00	1-599A, Bearing $5.00		30.00

	1-6554 Bearing $23.40	$23.40
	Total parts	$83.75

making a total of $750.41 due on account of said tractor rental, no part of which has been paid and against which there is no just set-off or counter-claim.

That Gus Knyath was a sub-contractor on said work and did a portion of the regrading and surfacing under said contract of said H. E. Schmeer and in order to do said work was compelled to and did rent a tractor from the claimant at the agreed rental of $200.00 per month, he agreeing to use said tractor only on said work and to keep it in repair during the time it was so used, and under said rental agreement he obtained from the claimant and actually used on said work for a period of one month and ten days, one of claimants tractors, and there is due claimant as rental therefore the sum of $266.67.

And that the claimant furnished to the said Gus Knyath material and supplies and labor as follows:

Aug. 14	1-1A226 Hose $5.40	1-Gr. adjuster $2.40	$7.80
Aug. 20	15 Plow bolts $1.95	1-318D Collar $8.00	9195
Aug. 25	1-Rose Gun, $2.50	1-687 Ateco Blade $32.44	34.94
Sept. 4	8-311 A Release Cocks		2.85
Sept. 8	1-1A924 Ex. valve $4.75,	1-252 A. Ex Gasket .25	5.00
Sept. 10	5 hrs. labor and 66 miles travel to repair machinery		11.53
	2-2756 A plug		.30
			$72.87

all of which material was furnished for the prosecution of the work covered by said contract; that there is due claimant on account of said labor and materials and tractor rental the sum of $339.04 upon which no payments have been made and against which there is no just credit or off set.

That I make this affidavit to support an application for certified copies of the contract and bond furnished by H. E. Schmeer.

J. O. Bell

Subscribed and sworn to before me this 14th day of November, 1931.

C. J. Randall

Notary Public for Oregon

My commission expires July 15, 1932

#1280
Umatilla Co.

PR 1559

November 6, 1951

Southern Surety Company of New York,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen: Re: State Highway Contract #1280

Under date of November 4, 1951, we received the following letter from The Dalles Iron Works of The Dalles, which is self-explanatory.

"This is to notify you that our claim against H. E. Schmeer, contractor on the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, has been settled, and our claim against his bond withdrawn."

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC H. E. Schmeer,
684 E. 12th St. N.,
Portland, Oregon.

THE DALLES IRON WORKS

Cylinder Boring, Auto Truck ... Machine and ...

MANUFACTURER OF KIMBALL CULTIVATORS

November 6, 1931

The Dalles Iron Works,
720 East Second St.,
The Dalles, Oregon.

Attention of Mr. J. E. K...

Gentlemen:

I wish to thank you for your letter of November 4, advising us that your claim against H. E. Schmeer, contractor on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County has been settled.

This information is being transmitted to the contractor and the surety on his bond.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

J. B. KIRK

MANUFACTURER OF
KIMBALL CULTIVATORS

THE DALLES IRON WORKS

ESTABLISHED 1868

Cylinder Boring, Auto Truck and Tractor Work
General Machine and Blacksmith Work

720-722 East Second Street

THE DALLES, OREGON, U. S. A.

W. L. KIRK

SPECIAL ATTENTION GIVEN TO
OXY-ACETYLENE
WELDING
MARINE, MILL AND FARM REPAIR WORK

RECEIVED
NOV 5 1931
OREGON
STATE HIGHWAY COMMISSION

Nov. 4, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

This is to notify you that our claim against H.E.Schmeer, contractor on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, has been settled, and our clain Against his bond withdrawn.

Yours truly

The Dalles Iron Works
By J.B.Kirk

ANSWERED
H. B. G.

of their notice of claim for $340.47 against the bond taken from H. E.Schmeer for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway.

We are enclosing a copy of their letter for your information.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

#1280

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 7 1931
OREGON
STATE HIGHWAY COMMISSION

PR 1554

November 6, 1931

Oregon State Highway Commission

State Office Building

Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received a letter from The Dalles Iron Works advising of the withdrawal of their notice of claim for $340.47 against the bond taken from H. E.Schmeer for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway.

We are enclosing a copy of their letter for your information.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

W. L. Kirk

THE DALLES IRON WORKS
720-722 East Second Street
The Dalles, Oregon, U. S. A.

Nov. 4, 1931

Secretary of State,

Salem, Oregon.

Dear Sir:

This is to notify you that our claim against the bond of H. E. Schmeer, for $340.47 for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, contract #1280, is withdrawn, as the accounty has been paid.

Respectfully yours

The Dalles Iron Works

By J. B. KIRK

P(1554

October 20, 1931

The Dalles Iron Works,
720 E. Second St.,
The Dalles, Oregon.

Attention of Mr. J. B. Kirk

Gentlemen:

Reply is made to your letter of the 17th instant, advising us further in connection with your claims against E. E. Schmeer and C. R. Johnson.

Concerning Mr. Schmeer's contract for the grading and surfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, I wish to say that this project is not yet complete, our records showing that it was practically 79% complete on September 10, 1931. The specified date of completion is October 31, 1931, but it is likely that Mr. Schmeer will complete the work on that date, or shortly thereafter. At the present time we are holding a retained percentage of more than $7,000.

Regarding the contract awarded to C. R. Johnson for the widening and regrading of The Dalles-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, will say that this project was completed on September 5, 1931, but final payment has not as yet been made. We anticipate that final payment will be made within the next three or four weeks. In connection with this particular project, Mr. Johnson furnished the State with a surety bond written by the Federal Surety Company of Iowa, for whom Fred A. Schlick Co., are local agents, with offices in the Corbett Bldg. Portland, Oregon. If you have not already done so, we would suggest that you take the matter up with the surety company.

In connection with Mr. Schmeer's contract, the bond was written by Southern Surety Company of New York, for whom Bates, Lively & Pearson are local agents, with offices in the Yeon Building, Portland.

I am enclosing a mimeographed copy of Chapter 280, General Laws for 1931, concerning the filing of claims against contractors. This is for your further information.

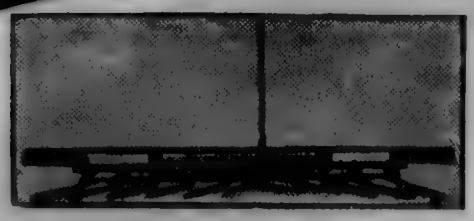
Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ



No. 8 Kimball

THE DALLES IRON WORKS

(ESTABLISHED 1905)
J. B. KIRK, Proprietor

Cylinder Boring, Auto Truck and Tractor Work
General Machine and Blacksmith Work

720-722 E. SECOND STREET
THE DALLES, OREGON

SPECIAL ATTENTION GIVEN TO
OXY-ACETYLENE WELDING
MARINE, MILL AND FARM REPAIR WORK

October 17 1931.

RECEIVED
OCT 19 1931
OREGON

H.B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir;

On Sept. 8th.we filed with the Secretary of State our claim for $340.47 against the bond taken from H.E. Schmeer for work on the Nye-Pilot Rock section of the Oregon Washington Highway in Umatilla County, contract #1280. Also claim for $1039.03 against the bond taken from C.R. Johnson, Inc. for work on The Dalles -Biggs section of the Columbia Highway ontract #1255.

Since filing the above claims we have received from H.E. Schmeer $150.00, but we have received nothing from C.R. Johnson since May 12th. and as their contract was finished about a month ago we would like to know about when they will receive their final estimate and any other inforamtion that would help us collect this amount.

Thanking you in advance for an early reply, we are

Yours truly,

THE DALLES IRON WORKS

By J. B. Kirk

#1280 - Umatilla Co
Retained $1,551.49 -
799; Complete on Sept 11
Completion date Oct. 31, 1931.
#1255 - Wasco & Sherman
Completed Sept. 5, 1931
Retained $3,946.57.
Final is in but have not
been figured.

ANSWERED
H. B. G.

Form 39—E-17100—2M—6-30

PR 1554

OR STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date October 17, 1934

Job name Nye-Pilot Rock

Week from Oct 10 to Oct 17

Mail address Pilot Rock

Highway Oregon-Washington

Telegraph or telephone address

County Umatilla Job prefix 30 P.J.

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completes all work on this project Oct 17th

State oiling crew finishes on this section Oct. 17th.

(See back of this sheet for instructions and detailed information.)

Signed W. H. Stewart

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 8.0

Miles completed 8.0

Miles partially done .....

Total cubic yards in project 39,550

Cubic yards produced to date 40,000

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams ..... trucks

Project will be completed about .....

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1248
Umatilla Co.

PR 150-a

September 25, 1931

Shell Oil Company,
Pendleton, Oregon.

Attention: M. W. Harper.

Gentlemen:

Receipt is acknowledged of your letter of September 22nd in which you make inquiry concerning Gus Kayath whom you state is doing contract work near Pilot Rock.

Please be advised that the contract which you mention is our number 1280 and is known as the Hyo-Pilot Rock Section of the Oregon Washington Highway in Umatilla County and consists of 7.89 miles of regrading and resurfacing. This contract was awarded to H. E. Schmeer, 686 E. 12th St. N., Portland, Oregon. The bond furnished in connection with this project was by the Southern Surety Company of New York for whom Bates, Lively & Pearson, Yeon Building, Portland, Oregon, are resident agents. The amount of the bond is $50,543.25. The completion date of the contract is October 31, 1931.

It is our understanding that Stevenson and Anderson are also subcontractors on the above contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

SHELL OIL COMPANY

PETROLEUM PRODUCTS

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Pendleton, Oregon,
September 22, 1931.

Mr. Roy A. Klein,
State Engineer,
Salem, Oregon.

Dear Sir:

Re: Stevenson & Anderson

We will appreciate receiving information relative to the subject account at Pilot Rock, Ore.

1. Name of bonding company furnishing surety and name of agent.

2. Amount of bond in dollars and amount of job in dollars.

3. Length of contract and approximate time required to complete job; also date set for completion.

Thanking you in advance for the information asked for, we remain

Yours very truly,

Shell Oil Company,

By

RECEIVED
SEP 23 1931
OREGON
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Pendleton, Oregon
September 22, 1931.

Mr. Roy A. Klein,
State Engineer
Salem, Oregon.

Dear Sir: Re: Gus Kuyath

We would like the following information relative to Gus Kuyath, on job #1280, Pilot Rock, Oregon.

1. Name of bonding company furnishing surety and name of agent.

2. Amount of job in dollars and amount of bond in dollars.

3. Length of contract and approximate time required to complete job; also date set for completion.

The information asked for will be greatly appreciated.

Yours very truly,

Shell Oil Company,

By M W Harper

RECEIVED
SEP 23 1931
SALEM
STATE HIGHWAY COMMISSION

PP 1559

September 9, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 8th instant in which you inclose three certified copies of the claim which has been filed in your office by The Baile Iron Works for labor and materials furnished in the sum of $340.47 to H. E. Schmeer for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

September 9, 1931

Southern Surety Company of New York
Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen:

We inclose herewith a certified copy of the claim of The Dalles Iron Works for labor and materials furnished in the sum of $340.47 in connection with the contract awarded to H. E. Schmeer by the State Highway Commission for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc H. E. Schmeer
685 E. 12th St. N.
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHLIN,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 8, 1931

Oregon State Highway Commission
Oregon State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by The Dalles Iron Works for labor and materials furnished in the sum of $340.47 against the bond taken from H. E. Schmeer, for work on the Nye-Pilot Rock Section of the Oregon-Washington Highway, contract No. 1280.

We are enclosing herewith for your information and files, a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Lowry

RECEIVED
SEP 9 1931
OREGON
STATE HIGHWAY COMMISSION

J. B. Kirk

W. L. Kirk

Manufacturer of
Kimball Cultivators

THE DALLES IRON WORKS
Established 1905
Cylinder Boring, Auto Truck and Tractor Work
General Machine and Blacksmith Work
720-722 East Second Street
THE DALLES, OREGON, U. S. A.
September 4 1951

Special attention
given to
OXY-ACETYLENE WELDING
Marine, Mill and
farm repair work

Secretary of State,

Salem, Oregon.

NOTICE is hereby given that the undersigned, The Dalles Iron Works has a claim for labor and material in the sum of $340.47 against the bond taken from H. E. Schmeer, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla county, known as highway contract #1280.

THE DALLES IRON WORKS

By J. B. KIRK

Endorsed: File No. 1004
Filed September 8, 1951
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by The Dalles Iron Works for labor and material furnished in the sum of $340.47 against the bond taken from H. E. Schmeer, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, contract No. 1280, with the original notice filed in the office of the Secretary of State on September 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of September, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by The Dalles Iron Works for labor and material furnished in the sum of $340.47 against the bond taken from H. E. Schmeer, for work on the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla County, contract No. 1280, with the original notice filed in the office of the Secretary of State on September 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of September, A. D. 1931.

Hal E. Hoss

Secretary of State

#1280

August 27, 1932.

155-N

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from The Dalles Iron Works, The Dalles, in which they advise us of their claim against H. E. Schmeer in the sum of $340.47, being for labor and material furnished him in connection with the contract awarded to him by the State Highway Commission for the regrading and resurfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

We give you this information as you appear as surety on the bond furnished in connection with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

cc to H. E. Schmeer,
625 E. 12th St. N.,
Portland, Oregon.

THE DALLES IRON WORKS

J. B. Kirk - W. L. Kirk

The Dalles, Oregon.

August 26, 1931

Secretary Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We are writing to inquire what procedure will be necessary to file claim for labor and material that has been furnished contractors who are doing state highway work.

* *

H. E. Schmeer who has a contract near Pilot Rock, owes us $340.87 since last spring.

Any information you may furnish us will be very much appreciated.

Very truly yours,

THE DALLES IRON WORKS

By J. B. Kirk

#1284

TP 155-a

August 3, 1931

Mr. F. A. Fullerton
Business Manager
Milton, Oregon

Dear Sir:

Reply is made to your letter of the 28th ultimo concerning your claim against E. F. Stevenson and H. E. Anderson.

Our records show that Stevenson and Anderson are subcontractors under H. E. Schmeer to whom the State Highway Commission awarded the contract for the regrading and surfacing of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County, state highway contract no. 1280.

We have no dealings with the said contractors but hold the original contractor responsible for the satisfactory completion of the project and for the payment of claims incurred against it. A bond was furnished by Mr. Schmeer guaranteeing this responsibility, which bond was written by the Southern Surety Company of New York. The local agents for this company are Bates, Lively & Pearson, Yeon Building, Portland, Oregon. We offer this bond as protection for your claim. Should you secure no satisfaction from Stevenson and Anderson would suggest that you take the matter up with Mr. Schmeer and also the bonding company. Mr. Schmeer's address is 685 East 12th Street North, Portland.

Concerning payments on this contract, wish to advise that the warrant for work performed during the month ending July 10, 1931 was mailed to Mr. Schmeer on July 30th, which was subsequent to the date of your letter. This may account for the fact that you have not yet received you July 20th payment mentioned in the second paragraph of your letter.

Very truly yours

STATE HIGHWAY COMMISSION
By

HBG:W

Secretary

...on & Anderson a...bs on the H. E.
...ontract No. 1280 Nye-Pilot Rock Section of
...Oregon-Wash. Hwy. in Umatilla County.
The last payment on this contract was on Est. #5 for work performed to July 10 in amount $12,240.85. Warrant was mailed to Mr. Schmeer in Portland on July 30th.
The completion date of this contract is Oct, 31, 1931

...TY
UTILITIES

...1

RECEIVED
JUL 29 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Comm.,
Roy A. Klein, Eng.,
Salem, Oregon.

Gentlemen:

Sometime ago, Milton City, sold a steam roller to E. F. Stevenson and H. E. Anderson, Road Contractors, engaged in road work for the State of Oregon near Pilot Rock.

The consideration of the deal was $800.00, - $200.00 cash payment and $200.00 June 20th., $200.00 July 20th., and $200.00 August 20th. So far we have not received their July 20th. payment and we would like to know the probable date when their present contract with the State Highway Commission will be terminated.

We believe these men will meet the payments, when due, but in order for us to keep a proper check on this account, we would like to have the above information and also the percent of their unfinished contract to-date.

Yours very truly,

MILTON CITY

F. A. Fullerton.

FAF/em

Bus. Mgr.

WHERE NATURE FAVORS THE FLAVOR
MILTON-FREEWATER, OREGON

ANSWERED
H. B. G.

MILTON CITY

MUNICIPAL ELECTRIC AND WATER UTILITIES

MAYOR, JAMES H. E. SCOTT
BUSINESS MANAGER F. A. FULLERTON

MILTON, OREGON

July 28, 1931

RECEIVED
JUL 29 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Comm.,
Roy A. Klein, Eng.,
Salem, Oregon.

Gentlemen:

Sometime ago, Milton City, sold a steam roller to E. F. Stevenson and H. E. Anderson, Road Contractors, engaged in road work for the State of Oregon near Pilot Rock.

The consideration of the deal was $800.00, - $200.00 cash payment and $200.00 June 20th., $200.00 July 20th., and $200.00 August 20th. So far we have not received their July 20th. payment and we would like to know the probable date when their present contract with the State Highway Commission will be terminated.

We believe these men will meet the payments, when due, but in order for us to keep a proper check on this account, we would like to have the above information and also the percent of their unfinished contract to-date.

Yours very truly,

MILTON CITY

F. A. Fullerton.

FAF/em

Bus. Mgr.

WHERE NATURE FAVORS THE FLAVOR
MILTON-FREEWATER, OREGON

ANSWERED
H. B. G.

PR 15-59

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

July 28, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the cost analysis submitted in connection with the oiling of Oregon Emergency Federal Aid Project No. 155-A. The cost analysis includes rental for State owned equipment, which item of cost is not permitted on emergency projects. By deducting the item of rental the unit price will be 15.7 cents per square yard, whereas 16 cents per square yard is used in the detail estimate.

We are recommending approval of the price of 16 cents per square yard for force account conditions.

If you wish to claim payment for the rental item, you may follow the suggestion outlined in our letter of this date regarding Oregon F.A.P. (Emergency) Nos. 6, 134-D and 163-A.

Very truly yours,

W. H. LYNCH
District Engineer

By L. U. Caufield
L. U. Caufield
Highway Engineer

RECEIVED
JUL 29 1931
OREGON
STATE HIGHWAY COMMISSION

PR 1559
NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

July 23, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 155-A, Pilot Rock-Nye section of the Oregon-Washington Highway.

During an inspection on July 7, it was noted that the work done was 32% and the time elapsed 44%. As this is an emergency project for which 75% (including oiling) is to be done by August 31, it is evident the contractor should speed up the work in order to complete the required work before September 1.

The above is submitted for your information and such action as you deem necessary.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

PR 1.5.9

July 6, 1931

Mr. R. B. Van Duzer, Chairman
State Highway Commission
Box 2169
Portland, Oregon

Dear Sir:

Reference is made to the letter of Dr. Archie B. Edwards of Heppner dated June 30, 1931, addressed to Governor Meier, on the subject of the improvement of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County which you forwarded to me. You are familiar with the conditions leading up to this improvement, but I will briefly review the facts as follows:

Length 7.80 miles, extending west from Pilot Rock to Rye.
Contract let April 2, 1931; contract completion date October 31, 1931.
Contract price $100,686.50.
Project consists of revision of alinement, grade widening and crushed rock surfacing.
Federal aid project. Government pays from emergency appropriation 100% of all costs of work done to September 1, 1931 and 82% thereafter.

This project was constructed in 1921 as a state project on the low standards in use at that time, being mostly the improvement of the old county road. In general the alinement was crooked with many sharp curves, the roadbed was narrow and the surfacing thin when compared with present day standards. With the opening of this road through to Heppner, more traffic has developed, and with the natural increase in conjunction with the future completion of the Pendleton-John Day Highway connection to the south, much more travel to and from the south may be expected.

A few years ago the Pendleton-Pilot Rock Unit was oiled and since that time the Pilot Rock people have continuously urged that the Pilot Rock-Rye Section be oiled. Oiling could not be placed on this thin, worn-out surfacing without taking a chance on a serious failure, nor did it seem advisable to place a new surface on a narrow roadbed with poor alinement unsuited for fast, present day traffic.

This being a federal aid project, a conference was held with the Bureau of Public Roads engineers and a revision of alinement and

standards to be used was agreed upon. The result was the present project which I recommended to the Commission and which was adopted.

The grading represents 41% of the cost of the project and consists of widening roadbed, flattening some curves and eliminating many others. This is the least that the Bureau of Public Roads Engineers would consider if Government funds were put into the project, and I feel that their stand is well taken, as roads such as this should be constructed on high standards if worth rebuilding at all. A large part of the work consists of widening only on the present alignment, but where changes are made by flattening curves or eliminating them altogether, the remaining surfacing on the old road is salvaged and used as binder on the new surfacing. The new project will have a heavy course of surfacing which will provide a suitable base for oiling without danger of failure.

It is frequently said on jobs such as this, how much cheaper it would have been if changed traffic conditions could have been foreseen and the road built on these higher standards originally. This particular project answers that question, when the comparisons of prices bid on the present job with the previous job in 1921, ten years previously, are made:

	1931	1921	Percent Difference
Common Excavation	0.25	0.40	60% less
Intermediate "	0.45	0.40	11% more
Solid Rock "	0.70	1.40	100% less
Average	.46	.73	59% less

The reasons for decreased unit prices are apparent, improved machinery and methods, good roads to haul over, etc., so that if one considers the increased yardage which it would have been necessary to handle on the original work at the higher prices then prevailing, together with interest on the investment to date, there is no doubt that the reconstruction process is the cheaper in the end and, in the meantime, the old road was built at less expense, served its purpose and enabled the available funds to be spread over a greater number of projects.

Summing up — the Pilot Rock-Nye Project is a needed improvement. Oiling was necessary. Oiling could not be considered without resurfacing. Resurfacing could not be done on an unsatisfactory alinement without future loss of both surfacing and oiling when betterments in alinement became imperative. Federal aid could not be secured without betterments of alinement and widening. Under present use of emergency

Government funds and emergency federal aid, total Government payments will equal about $90,000 and state payments $10,000, and the project will be a high class standard improvement. If federal aid standards had not been accepted and the State had chosen to undertake the project without improvement of alinement, there would have been no federal funds available, and state funds of $80,000 would have been required to pay for the resurfacing on unsatisfactory alinement which would require improvement in the near future and involve not only the loss of the heavy rock resurfacing but the oil surface as well.

I have gone into much detail in making this answer, as this job is typical of many on which reconstruction is in progress. In most cases, the reasons for rebuilding are not apparent to the casual observer, who frequently draws erroneous conclusions with resulting criticism of the department.

Dr. McMurdo's letter is returned herewith.

Very truly yours

State Highway Engineer

RAK:HI

STENCIL NO. 124

RECEIVED
JUN 26 1931
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

In reply please refer to File No. Ore.E.F.A.P.No. 155-A

Post Office Building,
Portland, Oregon,

June 24, 1931.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,
W. H. LYNCH
District Engineer

By /s/ L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

P.S. Enclosed also are one copy each of the approved detailed estimate and the approved special provisions.

Agr 9933

Form P. R. 2

EMERGENCY
FEDERAL AID

State ....Oregon.....

Project No. ....155, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of May, 1931

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23rd day of March, 1929, a project statement, which was approved by the Secretary on the 1st day of June, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 9th day of February, 1931, and approved by the Secretary on the 10th day of June, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty-three thousand, two hundred eighty-five and 60/100

dollars ($ 63,285.60) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the unit of work performed at the unit prices set forth in the

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $55,991.89, which may be provided in whole or in part from the
(Include amount, date, and citation of
State's apportionment of "Advance Funds" under the Emergency Act of December 20,
act of legislature by which authorized)
1930 (Public No. 560 - 71st Cong.), and any part thereof not provided from such
"Advance Funds" shall be met from State Funds, Chap. 175, Laws of 1917, and Chap.
[redacted] 2, Laws of 1920.
(Include amount, date, and citation of statute

by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by

(State how placed under direct control of Highway Department)

*(c)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 356+30 in the S.E.¼ of Sec. 19, T. 1 S., R. 31 E., W. M., at the junction with the Pilot Rock - John Day Highway, and survey station 750+00 on Main Street in the town of Pilot Rock, (excepting therefrom one bridge between survey stations 667+50 and 667+90),

terminal points, a distance of 7.769 miles, known locally as the Nye-Pilot Rock section of the Oregon-Washington Highway, between Heppner and Pendleton, Umatilla County, being Oregon Emergency Federal Aid Project No. 155, Section A.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—6518

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) It is mutually agreed that the existing structure between survey stations 667+50 and 667+90 shall be subject to inspection and approval by the Secretary or his authorized agents, and that if in the judgment of the Secretary or his authorized agents, such structure requires repairs or reconstruction it will be repaired or reconstructed by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of Section A of sixty-three thousand, two hundred eighty-five and 60/100 dollars ($ 63,285.60), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred nineteen thousand, two hundred seventy-seven and 40/100 dollars ($ 119,277.40), the approved total estimated cost of Section A of said project.

8-5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ~~STRICKEN OUT~~

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of

(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of

Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ..... ;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing
.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
.....

*(*b*) By the ..... ;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing
.....
funds and probable amount annually available)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 10th day of June, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By .....
Member, State Highway Commission.
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] .....
Acting Secretary of Agriculture.

.....

(Official title of Highway Department)

terms hereof, to

STRICKEN OUT

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the

PAYMENTS

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN OUT

*(*b*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 10th day of June, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL] By _____
Member, State Highway Commission.
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL] _____
Acting Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 338+50 in the S.E.¼ of Sec. 19, T. 1 S., R. 31 E., W.M., at the junction with the Pilot Rock - John Day Highway, and survey station 750+00 on Main Street in the town of Pilot Rock, (excepting therefrom one bridge between survey stations 667+50 and 667+90), locally known as the Rye-Pilot Rock section of the Oregon-Washington Highway between Heppner and Pendleton, Umatilla County, and designated in the records of this Department as Project No. Emergency Federal Aid Section A 155 /, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of 119,877.40 as the total estimated cost of Section A of said project, and the sum of 83,835.40 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorized Federal pro rata share / per cent of said total estimated cost.

Done at the city of Washington, this 10th day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Evans
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4000

ROLM LL 2-6

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

- - - - - - - Nye-Pilot Rock Section - - - - - - -

Federal Aid Project No. 155-A

1. Description: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where the volume of traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. Width: - 18 feet with extra width as required.

3. Sizes of Aggregate: - Grade "C" - 1-1/4 to 3/4 inch
Grade "B" - 3/4 to 1/2 inch
Grade "A" - 1/2 to 1/8 inch

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: a. Perform whatever operations may be necessary to bring the broken stone or crushed gravel surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

b. Spread 1-1/4" - 3/4" aggregate at a rate of .020 cubic yard per square yard. Blade and broom to smooth surface, adding additional rock by hand where required. Roll until course is thoroughly compacted.

c. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

d. Spread 3/4" - 1/2" aggregate at a rate of .009 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

e. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

f. Spread 1/2" - 1/8" aggregate at a rate of .0075 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

EXAMINED AND RECOMMENDED
FOR APPROVAL .....
Reg. Hdqtrs. Date MAY 23 1931

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

Spec. O-10
1/7/31.

COMMISSIONERS
R. P. VAN DUZER, CHAIRMAN, PORTLAND
H. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

PR 1-55-W

OREGON STATE HIGHWAY COMMISSION

June 22, 1951

Mr. Earl L. Babbitt
1515 E. Broadway
Eugene, Oregon

Dear Sir:

I am attaching a copy of a letter just received from Division Engineer H. C. Smith concerning progress on the Rye-Pilot Rock regrading job.

You will note that Mr. Smith states that the sub-contractor is not moving the yardage which was promised in the agreement and that it is probable that he will not be able to keep ahead of the surfacing operations. Inasmuch as this is a Federal aid job, being financed in part by emergency Federal aid funds, it is necessary that this work proceed on the agreed schedule.

Will you please check the matters to which attention is called in Mr. Smith's letter?

Very truly yours

State Highway Engineer

RAK:HI

cc H. C. Smith

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

June 19, 1931.

RECEIVED
JUN 22 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer,
Salem, Oregon.

Nye-Pilot Rock Regrading
and surfacing.

Dear Sir:

I have not the address of Earl L. McNutt who signed the supplementary provision to the H. E. Schmeer contract, No. 1080, regarding the grading operations. Therefore, I would appreciate it if you would advise him that this sub-contractor is not moving the yardage called for in the agreement, and that there is serious danger of his not being able to keep ahead of the surfacing operations.

I made a detailed inspection of the job this week and the talus is working out much better than I really expected, and I believe that the surfacing sub-contractor will be able to produce a satisfactory job, but I would say that the grading sub-contractor is really a beginner at this type of work and that the job needs the addition of a competent superintendent as well as more experienced shoovel runners. Probably they also lack drilling equipment to keep ahead of the shovel. They seem to have worlds of equipment on the job, but not making efficient use of it. Therefore, I believe everyone would be much ahead if an efficient superintendent were placed on the work immediately to have charge of the grading.

Very truly yours,

H. G. Smith

HGS:OW

Division Engineer.

(Copy sent to Mr. McNutt)

P R. 155-A

June 11, 1931.

Mr. H. H. Lynch,
Highway Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of an analysis of cost for constructing bituminous macadam wearing surface on the Rhododendron-Government Camp Section, Project No. 158-B.

We are likewise enclosing six copies of an analysis of cost for oiling the macadam base on the following projects:

Redmond-Otis	Project No.	185-A
Pilot Rock-Rye	" No.	155-A
Tapinitis-Maupin Junction	" No.	163-A
Deer Springs-Tapinitis	" No.	165-B
Rock Creek-Valacies Ranch	" No.	6
Barnhouse Ranch-Picture Gorge	" No.	186-B

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Stewart,
Office Engineer.

Dict. by J. V. Koch/MM.

encl.

EQUIPMENT

PILOT BOOK-MIX

Project No. 161-A

(Estimated Cost of Oiling Macadam Base by State Forces)

1. **No. 5 Oil**

Source - California Bay Districts
Point of Delivery - Pilot Rock
Cost at Source $10.80 per ton
Freight 8.70 " "

$19.50 " " or $.061 per gal.

Estimated cost of oil per square yard 0.7 gal. at $.061 $0.057

2. **Production and Stock Piling of Mineral Aggregate** (Contract No. 1280)

1½" - ¾" Matls. in Stock Pile $ 1.25 per cu. yd.
¾" - ½" " " " " 1.25 " " "
½" - 1/8" " " " " 1.25 " " "
Hauling Broken Stone, Pile Mens. 0.16 " " " mile

Cost of Aggregate per square yards:

.020 cu. yds. 1½" - ¾" Matls. at $1.25 $.025
.009 " " ¾" - ½" " at 1.25 .011
.006 " " ½" - 1/8" " at 1.25 .007
.055 yd. mi. Haul (Aver. haul approx. 1 mi. at 0.16 .006

Cost of Aggregate per square yard $0.049

3. **Labor, Equipment and Supplies**

As per attached statement $649.75 per day

Estimated daily run, 8,000 square yds.
Cost per square yard $0.081

Estimated total cost for oiling macadam base $0.187 per sq.yd.

(Used) $0.16 per sq.yd.

DAILY COST OF OILING CREW

EQUIPMENT

1	Oil Distributor	at	$25.00	per day	$25.00
1	Tender Truck	"	20.00	"	20.00
3	Tender Truck Trailers	"	5.00	"	15.00
1	Boiler (2 shifts)	"	5.00	"	10.00
1	Retort (2 shifts)	"	11.00	"	22.00
1	Fuel Tank Trailer	"	2.50	"	2.50
1	Water Tank Trailer	"	2.25	"	2.25
2	Motor Graders	"	5.25	"	10.50
2	10-ton Gas Rollers	"	10.00	"	20.00
5	Dump Trucks	"	11.00	"	55.00
3	Light Trucks	"	2.50	"	7.50
2	Ford Cars	"	1.25	"	2.50
2	Sweepers	"	5.00	"	10.00
2	Tractors	"	3.50	"	7.00
2	Loaders	"	15.00	"	30.00
1	Flat Bed 10-ton Trailer	"	10.00	"	10.00
			Total		$244.25

SUPPLIES

Gasoline, Oil and Grease	$100.00	per day	
Fuel for Boiler and Retort	15.00	"	
	Total		$115.00

LABOR

1	Superintendent	at	$10.00	per day	$10.00
1	Foreman	"	8.00	"	8.00
1	Timekeeper	"	5.00	"	5.00
1	Retort Operator	"	8.00	"	8.00
2	Boiler Operators	"	7.00	"	14.00
1	Watchman	"	4.00	"	4.00
1	Mechanic	"	7.00	"	7.00
2	Loader Operators	"	8.00	"	16.00
2	Pitmen	"	5.00	"	10.00
2	Tractor Drivers	"	6.00	"	12.00
1	Pilot Car Driver	"	5.00	"	5.00
8	Truck Drivers	"	6.00	"	48.00
2	Rollermen	"	7.50	"	15.00
1	Oil Truck Driver	"	7.00	"	7.00
1	Leverman	"	6.50	"	6.50
1	Tender Truck Driver	"	6.00	"	6.00
2	Grader Operators	"	7.00	"	14.00
2	Flagmen	"	5.00	"	10.00
17	Laborers	"	5.00	"	85.00
			Total		$290.50

Total for Equipment, Labor and Supplies $649.75

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR OILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Depreciation	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Water Tank	5000	5	200	5.00	3.00	8.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	160	1.80	1.70	3.50
60-Caterpillar	5800	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1300	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P. Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
Shovel 1/4-3/8 yards	5400	3	160	11.25	3.75	15.00
" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

PP155a

May 18, 1931

W. H. Dentley Construction Co.
Lewiston, Idaho

Gentlemen:

Receipt is acknowledged of your letter of May 15 concerning the award of the contract on the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County for regrading and surfacing.

Your information is correct that the low bidder at the letting on February 18 (Lair & Co.) was unable to qualify and the job was readvertised. The job was not offered to you as second bidder, since your bid was in excess of our estimate. At the letting on April 8, the low bid was received from H. R. Schmeer at $100,686.50, which compared with your bid on February 18 of $108,[illegible].00.

It is noted that you did not bid at the second letting, so presume that you did not know that the project was readvertised. While we did not notify you personally, it was our thought that you would have received our customary notice of jobs advertised, since you are on our regular mailing list. If you are not getting our notices, please advise and we will check up in the future, as we would be glad to have you look over our work and bid on such jobs as you are qualified to handle.

I regret that under the circumstances you did not have an opportunity to bid on this job when it was advertised the second time.

Very truly yours

State Highway Engineer

RAK:HI

Klein

notice was sent to this
firm same as others.

4-25-8

ton, Idaho, May 15, 1931

State Highway Commission

Salem, Ore.

Gentlemen:

We have been advised indirectly that the low bidder on the Pilot Rock highway job, last Feb. we believe it was, did not see fit to undertake the work at his bid and sacrificed his bidding check to the state, and that the job was re-advertised and let. If this was the case we were not notified to the effect that new bids were to be received, and since our bid happened to be next to the lowest one in figures on the first letting, we are wondering why our bid was not given consideration. It may be that our information is incorrect. We will be glad to have you advise us as to just what did take place, if consistent.

Yours very truly

F H DeAtley Construc.Co

Ron

RECEIVED
MAY 18 1931
OREGON
STATE HIGHWAY COMMISSION

Lewiston, Idaho, May 15, 1931

State Highway Commission

Salem, Ore.

Gentlemen:

We have been advised indirectly that the low bidder on the Pilot Rock highway job, last Feb. we believe it was, did not see fit to undertake the work at his bid and sacrificed his bidding check to the state, and that the job was re-advertised and let. If this was the case we were not notified to the effect that new bids were to be received, and since our bid happened to be next to the lowest one in figures on the first letting, we are wondering why our bid was not given consideration. It may be that our information is incorrect. We will be glad to have you advise us as to just what did take place, if consistent.

Yours very truly

F H DeAtley Construc.Co

Won

RECEIVED
MAY 18 1931
OREGON
STATE HIGHWAY COMMISSION

PR15-5-9.

May 16, 1931.

Mr. E. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to that part of your letter of May 14th, which refers to the grading of the pit-run talus material which is to be used in the construction of base course surfacing on the Nye-Pilot Rock Section of the Oregon-Washington Highway (Federal Aid Project No. 155-A).

Our laboratory has, within the last day or two, forwarded to you the results of tests which have been run on two samples of the talus material, and one sample of the material salvaged from the old surfacing. You will note from these reports that the talus material contains a rather low percentage of fine materials. We believe, however, that when these materials are mixed with the materials salvaged from the old surfacing, as the specifications provide, the grading of the resultant product will be quite satisfactory.

The specifications do not specify the exact proportions in which the salvaged materials are to be mixed with the talus rock, but the proportion will not be far from 20 per cent of salvaged material to 80 per cent of talus rock.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:HR

OREGON STATE HIGHWAY COMMISSION
MATERIALS DEPARTMENT

LABORATORY REPORT

Project Nye-Pilot Rock
Highway Oregon-Washington
Contractor H. H. Schmeer
Submitted by G. E. Carter

Contract No. 1250

Prefix No. 30 76
County Umatilla
F. A. Project No. 15[illegible]
Date reported May 13, 1931

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Station 601
Sampled at Above
To be used Macadam
Sampled by G. E. Carter

Date received May 11, 1931
Quantity represented 5000 c.y.

TEST RESULTS

Laboratory No. 30719
Field data No. 10014

Type of material Mine Rock
Screen opening Circular

GRANULOMETRIC ANALYSIS

Retained on Sieve	Single Sieve	Per Cent Accumulative	Coarse Aggregate
6"	0.0	0.0	
3"	43.3	43.3	
2½"	23.7	67.0	
2"	13.3	80.3	
1½"	10.0	90.3	
1 1/4"	2.7	93.0	
1"	2.1	95.1	
¾"	3.6	98.7	
½"	1.0	99.7	
¼"	.1	99.8	
Pass ¼"	.2	.2	
Passing Total	100.0	100.0	100.0

Abrasion per cent wear 4.32

Specific gravity 2.80

Unit weight, dry rodded lbs. per cubic foot

Fineness factor

RECOMMENDATIONS

Material as represented by this sample is suitable for use.

TEST REPORT DISTRIBUTION:
State Highway Engineer
X U. S. B. P. R.
X Assistant State Highway Engineer
Market Road Engineer
Bridge Engineer
X Division Engineer Smith
X Resident Engineer Carter
County Engineer
X Files
X Probert

W. M. Linklater

Engineer of Materials

E-18905—SM—11-30

OREGON STATE HIGHWAY COMMISSION
MATERIALS DEPARTMENT

LABORATORY REPORT

Project Rye-Pilot Rock
Highway Oregon-Washington
Contractor H. E. Schmeer
Submitted by G. E. Carter

Contract No. 1280

Prefix No. 30 PJ
County Umatilla
F. A. Project No. 155-A
Date reported May 13, 1931

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Intermittent Sta. 600 to 720
Sampled at Above
To be used Macadam
Sampled by G. E. Carter

Date received May 11, 1931
Quantity represented 7.3 cu. yds. old macadam

TEST RESULTS

Laboratory No. 38720
Field data No. 10035

Type of material Old Macadam
Screen opening Circular

Abrasion per cent wear

Specific gravity

Unit weight, dry rodded lbs. per cubic foot

Fineness factor

GRANULOMETRIC ANALYSIS

Retained on Sieve	Single Sieve	Per Cent Accumulative	Coarse Aggregate
2"	0.0	0.0	
1½"	3.2	3.2	
1 1/4"	9.4	12.6	
1"	18.8	31.4	
3/4"	20.1	51.5	
½"	16.6	68.1	
1/4"	9.3	77.4	
1/8"	7.4	84.8	
No. 10	4.3	89.1	
No. 200	8.3	97.4	
Pass No. 200	2.6	2.6	
Passing Total	100.0	100.0	100.0

RECOMMENDATIONS

Material as represented by this sample ..... suitable for use.

TEST REPORT DISTRIBUTION:
State Highway Engineer
X U. S. B. P. R.
X Assistant State Highway Engineer
Market Road Engineer
Bridge Engineer
X Division Engineer Smith
X Resident Engineer Carter
County Engineer
X Files
X Probert

W. M. Linkbiner

Engineer of Materials

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. SAYES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Pendleton,Oregon.
May 11,1931.

IN REPLY PLEASE REFER TO FILE NO.

ATTENTION:

Attention:S.H.Probert.

Mr.Roy A.Klein,
State Highway Engineer,
Salem,Oregon.

Dear Sir:

As requested in your letter of 6th.,I have sent by express to the Salem Laboratory samples of the talus rock and the old macadam from the Nye-Pilot Rock Section of the Oregon-Washington Highway.

The laboratory can furnish you direct the abrasion test of the talus rock and also the screening test for the old macadam.

Yours truly,
C.E.Carter.

Resident Engineer.

cc-H.G.Smith.

RECEIVED
MAY 12 1931
OREGON
STATE HIGHWAY COMMISSION

May 6, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

The Bureau of Public Roads has requested that we provide it with information as to the quality and grading of the talus material to be used in the construction of talus sub-base on the Nye-Pilot Rock Section, and also that we advise them as to the size of rock used in the construction of the existing surfacing, which rock is now to be incorporated as a part of the new surfacing. The information as to the grading of the talus rock and the size of the rock in the existing surface seems to be desired so that the Bureau can ascertain whether or not the materials will produce a well compacted base.

If you have screening equipment on the job, the grading of the talus rock can be ascertained without submitting samples to the laboratory for that purpose. It will, however, be necessary to send in a sample of the talus rock so that an abrasion test can be run.

Kindly let this have your early attention as it is important that there be no hold-up in the payment of the federal aid funds.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc C. E. Carter

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

May 1, 1931

Mr. Ray A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 188-A.

As regards the pit run talus base surfacing, have you made a screen analysis of this material to see that the grading is such as to produce a well-cemented base? In this connection the size of rock used in previous surfacing, which is now to be used in binding the talus base, would undoubtedly have considerable bearing. Will you please furnish us with the grading and quality of the talus material and also the sizes of rock used in the surfacing which is to be salvaged.

In the specifications for oil treatment, the size of grade A material is given as 1 3" to 1 4", while the specifications for the crushing calls for 1 3" to 1 3". While we believe that either grading would be suitable, the conflict should be corrected, and probably the simplest way would be to revise the oil treatment specifications.

In the absence of cost analysis justifying the unit price of oiling, which we have requested several times, this price has not been approved for force account conditions.

Enclosed are three copies of the project agreement for the signature of the Commission. When these copies have been signed, please return them to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
Junior Highway Engineer

Encl.

PR 15-5a

May 6, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We refer now to your letter of May 1st, relative to the Nye-Pilot Rock Regrading and Resurfacing Projects, Federal Aid Project No. 155-A. We are submitting herewith a copy of sis supporting our estimated unit price for the oiling work which we propose to do with state forces. We are also submitting revised specifications for the oil treatment, the revision consisting only of a change in the size of grade "A" material from ¾" - ½" to ¾" - 1/2".

No laboratory tests have as yet been run on the pit run talus material which is to be used in the construction of the base course of the surfacing. We are, therefore, requesting our field engineers to submit samples for tests, and the result of the tests will be submitted to you as soon as they are available.

The three copies of the project agreement which were transmitted with your letter will be returned as soon as the signatures of the Highway Commissioners have been obtained.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:MR

encl.

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND GRAVEL SURFACING

- -

Federal Aid Project No. [illegible]-A

1. Description: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where [illegible] traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. Width: - 18 feet with extra width on curves.

3. Sizes of [illegible]: - Stone "C" - 1-1/4 to 3/4 inch
Stone "B" - 3/4 to 1/2 inch
Stone "A" - 1/2 to [illegible] inch

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds [illegible] at 122° F.

5. Preparation of [illegible]: - Before any of the following operations are begun it will be necessary to [illegible] gravel surface to specified grade. [illegible] condition and

6. [illegible] loose material, powder from the surface

7. Construction of [illegible]: - [illegible]

a. Spread [illegible] per square yard [illegible] Care must be taken to prevent [illegible] thoroughly [illegible].

b. Apply No. 3 oil at the rate of [illegible] per square yard.

c. Spread [illegible] stone at the rate of [illegible] per square yard. Care must be taken to prevent [illegible] and other material [illegible].

d. [illegible]

e. Spread [illegible] stone at the rate of [illegible] per square yard. Care must be taken to prevent [illegible] and other material [illegible].

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

- - - - - - Nye-Pilot Rock Section - - - - - - -

Federal Aid Project No. 155-A

1. Description: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where the volume of traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. Width: - 18 feet with extra width as required.

3. Sizes of Aggregate: - Grade "C" - 1-1/4 to 3/4 inch
Grade "B" - 3/4 to 1/2 inch
Grade "A" - 1/2 to 1/8 inch

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: a. Perform whatever operations may be necessary to bring the broken stone or crushed gravel surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

b. Spread 1-1/4" - 3/4" aggregate at a rate of .020 cubic yard per square yard. Blade and broom to smooth surface, adding additional rock by hand where required. Roll until course is thoroughly compacted.

c. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

d. Spread 3/4" - 1/2" aggregate at a rate of .009 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

e. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

f. Spread 1/2" - 1/8" aggregate at a rate of .0075 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

Spec. O-10
1/7/31.

PP 155-A

May 1, 1951

Mr. Ray A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 155-A.

As regards the pit run talus base surfacing, have you made a screen analysis of this material to see that the grading is such as to produce a well-compacted base? In this connection the size of rock used in previous surfacing, which is now to be used in binding the talus base, would undoubtedly have considerable bearing. Will you please furnish us with the grading and quality of the talus material and also the sizes of rock used in the surfacing which is to be salvaged.

In the specifications for oil treatment, the size of grade A material is given as 1/2" to 1/4", while the specifications for the crushing calls for 1/2" to 1/8". While we believe that either grading would be suitable, the conflict should be corrected, and probably the simplest way would be to revise the oil treatment specification.

In the absence of cost analysis justifying the unit price of oiling, which we have requested several times, this price has not been approved for force account conditions.

Enclosed are three copies of the project agreement for the signature of the Commission. When these copies have been signed, please return them to this office.

Very truly yours,

W. H. LYNCH
District Engineer

For

By
J. A. Elliott
Senior Highway Engineer

Encl.

PR 155-Q

April 27, 1951

H. E. Schuster
606 N. 12th Street
Portland, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the regrading and surfacing of the Rye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

Form 30—F-30128—5M—1-31

PR 15-3-a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 18th, 1931

Job name Regrading and Surfacing

Week from 12th to 18th

Highway Oregon-Washington Hy

Mail address Pendleton, Oregon

County Umatilla Job prefix 30 F J

Telegraph or telephone address ✓ ✓

Express and freight address ✓ ✓

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started the regrading work at Pilot Rock April 16th. He has one Shovel and is making fair progress.

RECEIVED
MAY 8 - 1931
OFFICE OF
Assistant State Highway Engineer

Weather Fair — Warm

(See back of this sheet for instructions and detailed information)

Signed C. Leaster

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 7.80

Miles completed 0.00

Miles completed except finishing 0.10

Total cubic yards in project 91,000

Cubic yards moved to date 1,500

Miles covered by contractor's forces 0.10

Miles cross-sectioned 7.80

Miles cross-sections completed and checked 0.00

Miles to be remeasured 7.80

Number men in Engineering Party 4

Contractor's average force for week ..... 10 men,

..... 0 teams, ... 1 steam shovels 3 days

Grading work will be completed about Oct. 31, 1931.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... Percentage .....
2. ..... Percentage .....
3. ..... Percentage .....
4. ..... Percentage .....

PR 1556

April 10, 1931

Mr. E. E. Schmeer
685 E. 12th St. N.
Portland, Oregon

Dear Sir:

This letter is to inform you that we have received a communication from the State Industrial Accident Commission advising us that they have a closed account with you.

In connection with all state highway contracts it is one of our requirements that the successful bidder accept the provisions of the Oregon Workmen's Compensation Act and carry on his work in strict compliance with the provisions thereof. This you will be expected to do in connection with the contract which was awarded to you for the construction of the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County.

No doubt you have already made arrangements to accept the law above mentioned. This letter is simply to remind you of it in case you have not done so.

Yours

STATE HIGHWAY COMMISSION

By

HEO:S Secretary

PR 155C

April 10, 1934

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Nye-Pilot Rock Section, Proje[illegible] 155-A.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

H. H. Herbert,
Office Engineer.

Dict. by J. E. Rauh/HH.

Oregon State Highway Department — Emergency Project No. 115-A

[illegible] PILOT ROCK [illegible]

OF THE [illegible]-UMATILLA HIGHWAY NO. [illegible]

UMATILLA COUNTY

(Estimate on basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 8, 1941.

All Required				
61,000	cu. yds.	Clearing and Grubbing		$ [illegible]
11,000	" "	Common Excavation	$ 0.35	15,[illegible]
18,000	" "	Intermediate Excavation	0.45	8,175.00
45,000	yds. stone.	Solid Rock Excavation	0.70	12,600.00
5,000	yd. min.	Overhaul	0.05	[illegible]
15	cu. yds.	Truck Haul	0.30	[illegible]
1,400	lbs.	Class "A" Concrete	50.00	[illegible]
700	cu. yds.	Metal Reinforcement	0.06	84.00
800	lin. ft.	Riprap	2.00	1,400.00
920	" "	12" Corr. Galv. Iron Pipe	1.20	192.00
120	" "	18" " " " "	2.00	1,840.00
200	" "	24" " " " "	2.50	300.00
500	" "	36" " " " "	4.00	1,400.00
7.8	miles	Salvaging and Reinstalling Galv.Pipe	1.00	800.00
4,800	cu. yds.	" Surfacing Materials	500.00	3,900.00
18,000	" "	Talus Shoulders	0.75	3,600.00
2,500	" "	Talus Base Surfacing	0.75	13,500.00
1,400	" "	Coarse Broken Stone in Surf.	2.25	21,375.00
2,000	" "	Key Materials in Surfacing	2.25	3,150.00
1,000	" "	Screenings in Surfacing	2.25	4,500.00
2,500	yd. min.	Filler	0.30	900.00
1,000	M-Gals.	Filler Haul	0.20	500.00
82,500	sq. yds.	Sprinkling	3.00	3,000.00
		Oiling (Estimated)	0.18	15,[illegible]

Sub-total.....	$130,434.00
10% Engr. & Cont.....	10,843.40
Total.....	$119,277.40

Length of Project, gross	7.787 miles
Length of 1 bridge, non-participating	.008 miles
Length of Project, net	7.789 miles
Cost per mile	$15,313.57

Estimated percentage of work completed on Sept. 1st, 1941 75%

PR 155C

REMARKS

Item	United States	External Aid	Appropriations Advanced Funds	State Funds
Work done prior to Sept. 1, 1931	$89,481.01	$44,727.02 (50%)	$44,729.01	$ --
Work done after Sept. 1, 1931	20,816.59	16,558.58 (81.73%)	--	11,282.97
	$110,277.60	$61,285.60	$44,729.01	$11,282.97

State funds for constructions Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for maintenance Chapter 41, Laws 1927.

PR 155A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

April 2, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence today in the award of contract on Oregon Federal Aid Project No. 155-A to H. E. Schmeer, Portland, Oregon, who submitted the low bid of $100,686.50.

Very truly yours,

W. H. LYNCH
District Engineer

FR 1352

Union Indemnity Company

March 18, 1921

Hansen & Rowland, Inc.
405 Failing Bldg.,
Portland, Oregon.

March 17th, 1921.

Attention: H. L. Gilbert.

Gentlemen:

In response to your inquiry of March 17th we wish to advise that the proposal bond for Lair & Company, contractors was furnished by The Century Indemnity Company for whom Jas. McI. Wood, West & Co., Portland, Oregon, are resident agents. This bond was furnished in connection with their bid on the Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County. They have not yet furnished their contract bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glafeyer,
Secretary.

Dict. by J. McFarland.

Union Indemnity Company

Union Indemnity Building
New Orleans, La.

A Division of Insurance Securities Company, Inc.
HANSEN & ROWLAND Inc.
General Agents
Washington, Oregon, Idaho, Alaska
Washington Bldg., TACOMA, WASH.

PORTLAND OFFICE
405-6 FAILING BUILDING

PORTLAND, OREGON
March 17th, 1931.

Mr. Glaisyer.
State Highway Commission.
Salem, Oregon.

Dear Sir:

We would appreciate it if you would kindly advise us who wrote the bond for Lair & Company on their last job which was awarded to them by the State Highway Commission.

Thanking you for this information, we are,

Very truly yours,

HANSEN & ROWLAND, INC.

MG:LS

By: M. L. Gilbert

PR 1562

LAIR & COMPANY

GENERAL CONTRACTORS

COWLITZ VALLEY BANK BLDG

KELSO, WASHINGTON

March 18, 1951

Lair & Company
General Contractors
Cowlitz Valley Bank Bldg.
Kelso, Washington

Attention: Mr. Chas. F. A. Lair

Gentlemen:

Your letter of the 15th instant in which you stated that you were having difficulty in securing a bond in connection with the contract awarded you by the Highway Commission for the construction of the Rye-Pilot Rock Section was referred to the State Highway Commission at its meeting yesterday. The matter was considered at some length and the engineer was instructed to re-advertise this project to receive bids at the next meeting of the Commission. I was instructed to inform you of this action and to also inform you that the Highway Commission will be pleased to give you a hearing on the matter at the Commission meeting which will be held in the Multnomah County Courthouse at 10 o'clock A. M. on Thursday, April 2nd, 1951. It is not likely that the Commission will be able to give you an audience until after the opening of bids, so if you do not wish to attend the opening of bids it will be satisfactory for you to appear sometime in the early afternoon.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

P.O. BOX 513

LAIR & COMPANY

GENERAL CONTRACTORS

COWLITZ VALLEY BANK BLDG.
ROOM 15

FROM:- KELSO, WASHINGTON

March 16, 1931.

Mr H. B. Glaisyer,
Secretary Oregon State Highway Commission,
Salem, Oregon.

Dear Mr Glaisyer:

We have your telegram of this afternoon, regarding the Contract and Bond on the Nye-Pilot Rock Project. We presumed that Mr West, of McI.Wood West and Company, had been in touch with your Office.

We are unable to get them to furnish Bond on this work, we have gone over the matter from every angle, and have a lot of requests for subbing, parts of it, but the San Francisco, Office will not sanction their issueing the Bond, on account of the wide spread of bids.

We talked with Mr West Saturday, and they were to take the matter up with Mr Klein and Mr Van Duser, we have a Call in for their Office and will have them get busy.

They certainly have put us in a jam, as well as mixing up the job every other way.

We thank you for your favors,

Yours very truly,

Lair & Company,
By Chas F A Lair

ANSWERED
H. B. G.

PR 155-C

March 10, 1931.

Mr. H. K. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Rye-Pilot Rock Section, Project No. 155-A.

Very truly yours,

HOY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department — Emergency Project No. 186-A

[illegible] PILOT MODEL SECTION OF THE

OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

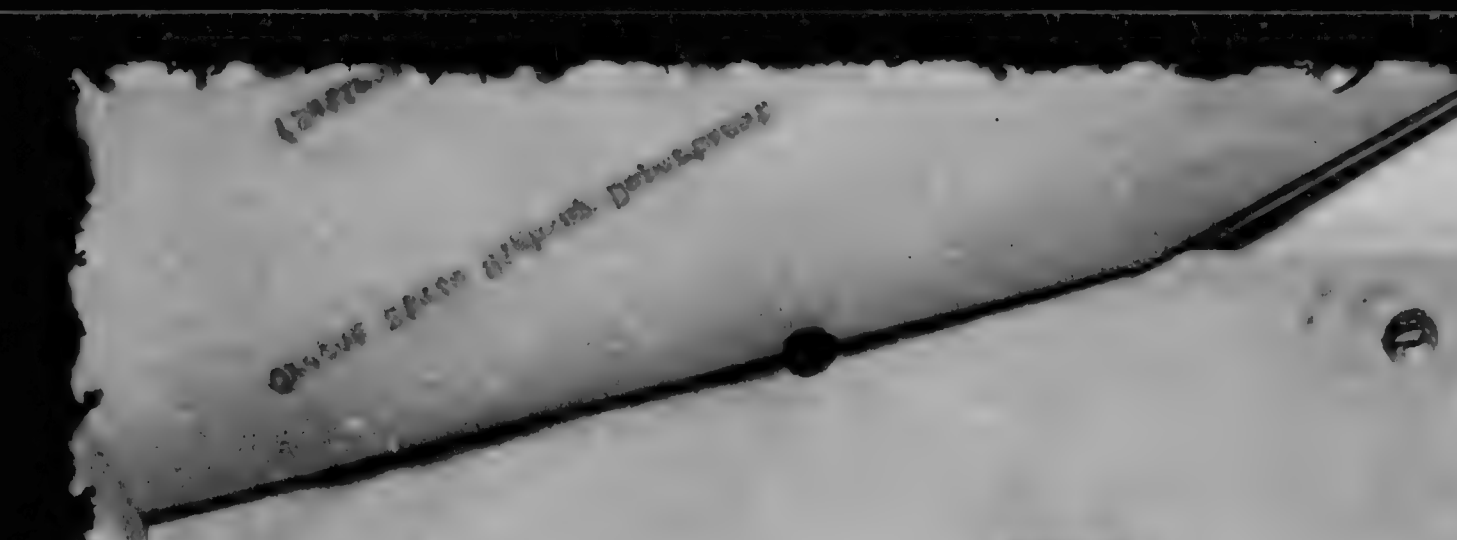
(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, March 10, [illegible]

All Required				
61,000	cu. yds.	Clearing and Grubbing		$ [illegible]
11,600	cu. yds.	Common Excavation	0.24	14,640.00
15,000	cu. yds.	Intermediate Excavation	0.32	4,800.00
45,000	yd. sta.	Solid Rock Excavation	0.80	14,000.00
3,000	yds. mi.	Overhaul	0.02	600.00
		Truck Haul	0.15	450.00
15	cu. yds.	Class "A" Concrete	24.00	360.00
1,400	lbs.	Metal Reinforcement	0.07	98.00
700	cu. yds.	Riprap	2.00	1,400.00
200	lin. ft.	12" Corr. Galv. Iron Pipe	1.30	260.00
920	" "	18" " " " "	2.30	2,116.00
120	" "	24" " " " "	3.10	372.00
260	" "	30" " " " "	5.20	1,352.00
400	" "	Salvaging & Reinstalling Culvert Pipe	0.50	200.00
7.8	miles	Salvaging Surfacing Materials	350.00	2,730.00
4,800	cu. yds.	Talus Shoulders	0.35	2,640.00
18,000	cu. yds.	Talus Base Surfacing	0.45	8,100.00
9,800	cu. yds.	Coarse Broken Stone in Surfacing	1.75	16,625.00
1,400	cu. yds.	Key Materials in Surfacing	1.25	2,500.00
4,000	cu. yds.	Screenings in Surfacing	1.25	5,000.00
1,000	cu. yds.	Filler	0.50	500.00
2,000	yd. mi.	Filler Haul	0.15	400.00
1,000	M-Gal.	Sprinkling	3.00	3,000.00
82,500	sq. yds.	Oiling (Estimated)	0.15	11,200.00
		Sub-total		$94,178.00
		10% Engr. & Cont.		9,417.80
		Total		$103,595.80

Length of Project, gross	7.797	miles
" " 1 Bridge, non-participating	.008	"
" " Project, net	7.789	"
Cost per mile	$13,299.84	

Estimated per cent complete on Sept. 1, 1931. — 85%



SUMMARY

Item	Total Cost	Federal Aid	Emergency Advances Funds	State Funds
Work to be done prior to Sept. 1, 1931	$88,051.81	$36,416.00 (39%)	$46,429.49 (51%)	$15,206.32
Work to be done after Sept. 1, 1931	15,451.69	3,649.84 (23.62%)	- - -	11,801.85
	$103,502.50	$36,065.82	$46,429.49	$19,077.89

State funds for Construction: Chapter 178, Laws 1917: Chapter 81, Laws 1929.

State funds for Maintenance: Chapter 41, Laws 1927.

PR 155-A

February 7, 1933.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith five copies of Sheet No. 18 of the special provisions for the Rye-Pilot Rock Emergency Project, No. 155-A. This sheet has been revised to include a clause requesting that preference be given to hand labor methods in the performance of work where reasonably economical, and we wish to request that the enclosed copies be substituted in the proposals which were previously sent to you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH.

encl.

January 30, 1931.

Mr. E. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Enclosed herewith are six copies of estimate accompanying plans, five sets of specifications for oil treatment and five bid proposals covering the Rye-Pilot Rock Section, Project #155-B. This is an emergency project and, as shown by the estimate, we are requesting emergency advance funds for the State's share of work done prior to September 1st. Under separate cover, we are sending five sets of blueprint plans and one set of original cross-sections for this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department — Emergency Project No. 155-A

SELECT LOT ROCK SECTION

IN THE SUMPTER-HAMILTON SUBDIVISION

UMATILLA COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, January 30, 1935

All Required	Clearing and Grubbing			$ 500.00
61,000 cu. yds.	Common Excavation	$ 0.25		15,250.00
11,600 cu. yds.	Intermediate Excavation	0.50		5,800.00
18,900 cu. yds.	Solid Rock Excavation	0.75		13,975.00
45,000 yd. stas.	Overhaul	0.05		1,950.00
3,000 yd. mls.	Truck Haul	0.25		750.00
15 cu. yds.	Class "A" Concrete	25.00		364.00
1,400 lbs.	Metal Reinforcement	0.08		112.00
700 cu. yds.	Riprap	1.50		1,050.00
200 lin. ft.	12" Corr. Galv. Iron Pipe	1.00		200.00
982 lin. ft.	15" Corr. Galv. Iron Pipe	2.00		1,960.00
120 lin. ft.	24" Corr. Galv. Iron Pipe	3.00		360.00
580 lin. ft.	36" Corr. Galv. Iron Pipe	5.00		1,540.00
800 lin. ft.	Salvaging & Reinstalling Culvert Pipe	0.75		575.00
7.8 miles	Salvaging Surfacing Materials	400.00		3,120.00
4,800 cu. yds.	Talus Shoulders	0.70		3,360.00
18,000 cu. yds.	Talus Base Surfacing	0.70		12,600.00
9,500 cu. yds.	Coarse Broken Stone in Surfacing	1.60		15,200.00
1,400 cu. yds.	Key Materials in Surfacing	1.60		2,240.00
2,000 cu. yds.	Screenings in Surfacing	1.60		3,200.00
1,000 cu. yds.	Filler	0.25		250.00
2,500 yd. mi.	Filler Haul	0.18		450.00
1,000 M-Gals.	Sprinkling	2.00		2,000.00
82,500 sq. yds.	Oiling (Estimated)	0.16		13,200.00
			Sub-total.....	$ 96,878.00
			10% Engr. & Cont.	9,687.80
			Total.....	$ 106,015.80

Length of Project, gross 7.797 miles
Length of 1 Bridge, 40 feet .008 miles
Length of Project, net 7.789 miles
Cost per mile, $13,610.00
Estimated per cent complete on September 1st 87.%

SPECIFICATIONS FOR OIL TREATMENT OF

CRUSHED GRAVEL AND CRUSHED STONE SURFACING

	Total Cost of Work	Federal Aid Funds	Emergency Advance Funds	State Funds
		Federal-aid Project No. 155-A		
Work to be done prior to Sept. 1, 1930.	$91,221.85	$32,251.14 (35%)	$29,329.60 (40%)	--
Work to be done after Sept. 1, 1930.	15,751.77	5,573.38 (35.2%)	--	10,178.39
Totals	$106,973.62	$40,857.55	$29,329.60	$6,201.98

1. Width. - To cover such areas, widths as required.

2. Size of Screenings: - [illegible] 1/4 to 3/4 inch
[illegible] 3/4 to 1/2 inch
[illegible] 1/2 to 1/4 inch

4. Oil: - No. 5 oil grade to be asphaltic road oil having an asphalt content of not less than 96 per cent and shall have a viscosity of not less than 125 seconds Tramp Test at 122° F.

5. Preparation of Surface: a. Before whatever operations may be necessary to bring the crown areas of crushed gravel surfaces to conform to the crown and width surf or cut to cut it in condition suitable for oil treatment.

b. Shall use machine when necessary, remove from the surface all dust, mud and loose stones.

6. Application of Oil: - Shall be applied at a rate of 1.50 gallon per square yard.

a. Immediately after application at a rate of .500 cubic yard per [illegible] apply 1/2 inch layer to treated surface, rolling additional stone by hand where necessary. Roll until course is thoroughly consolidated.

b. Apply as in (a) at a rate of 1.00 gallon per square yard.

c. Immediately after application at rate of .500 cubic yard per [illegible] apply to treated surface, using additional screenings as may be necessary. Roll until course is thoroughly consolidated.

d. Apply as in (a) at rate of 1.00 gallon per square yard.

e. Immediately after application at rate of .500 cubic yard per square yard. Apply to treated surface, using additional screenings as may be necessary. Roll until course is thoroughly consolidated.

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

NYE-PILOT ROCK SECTION

Federal Aid Project No. 155-A

1. Description: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where the volume of traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. Width: - 18 feet with extra width as required.

3. Sizes of Aggregate: - Grade "C" - 1-1/4 to 3/4 inch
Grade "B" - 3/4 to 1/2 inch
Grade "A" - 1/2 to 1/4 inch

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: a. Perform whatever operations may be necessary to bring the broken stone or crushed gravel surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

b. Spread 1-1/4" - 3/4" aggregate at a rate of .020 cubic yard per square yard. Blade and broom to smooth surface, adding additional rock by hand where required. Roll until course is thoroughly compacted.

c. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

d. Spread 3/4" - 1/2" aggregate at a rate of .009 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

e. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

f. Spread 1/2" - 1/4" aggregate at a rate of .0075 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

Spec. O-10
1/7/31.

F F PR 1550

COMMISSIONERS
[illegible]
C. E. GATES, MEDFORD
W. A. LYNCH, ROSEBURG

OREGON STATE HIGHWAY COMMISSION

[illegible] ENGINEER
[illegible] OREGON

March 9, 1934.

Mr. Roy A. Klein,
Mr. W. L. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith three copies of resolution passed by the council of the city of Pilot Rock which guarantees that no encroachments will be permitted within the right-of-way of Project No. 156-A which is situated within the city limits.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. H. Nash/HH.

encl.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER

LA GRANDE, OREGON

February 16, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Herewith please find three copies of a resolution passed by the City Council of Pilot Rock, agreeing that no encroachments will be granted along the Oregon-Washington Highway in Pilot Rock.

(1)

Very truly yours,

H G Smith

HGS:OW
Encls.

Division Engineer.

FEB 17 1931
OREGON

RESOLUTION

WHEREAS, State Highway No._____ of the State of Oregon, known as the Oregon-Washington Highway, is routed through the City of Pilot Rock, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit: Main street from South City limits to Willow street; Willow street from Main street to Balm street; Balm street from Willow to Alma street.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Pilot Rock will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Pilot Rock, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No._____ of the State of Oregon, known as the Oregon-Washington Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Pilot Rock, Umatilla, County, Oregon, this 14th day of February 1931.

Attest:

J. M. Royer (Sd)
Mayor.

W. O. Staver (Sd)
City Recorder.

- - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Pilot Rock, Umatilla County, Oregon, on the 14th day of February 1931 at the regular meeting of said Common Council.

Dated this 14th day of February, 1931.

W. O. Staver (Sd)
City Recorder.

IR 155-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

February 19, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 155-A on which bids were opened today.

This is to confirm our prior verbal concurrence today in the award of the contract to Lair and Company, Kelso, Washington, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

PR 155a

CONCRETE PIPE COMPANY
"PERMANENT AS THE PYRAMIDS"

PR*

Feb. 18, 1931.

Mr. L. F. Kline, Manager,
Concrete Pipe Company,
Walla Walla, Washington.

Dear Sirs

In reply to your letter of February 10th, this will advise that it has been necessary in connection with reconstruction jobs, such as the Eye-Pilot Rock Section, to adopt a policy of using the same type of culvert pipe as was used in the original construction.

Any other policy would seem result in a mixing of types of culverts along the highways which would not only complicate future replacement and extension work, but would otherwise be unsatisfactory without offering any particular off-setting advantages. An attempt to receive bids for one type of pipe for culvert extensions and to receive bids for alternate types for new culverts also introduces some rather serious complications into the preparation of specifications and proposal forms, the tabulating and comparing of bids, the making-up of estimates, and in the handling of other details of the engineering and accounting work, particularly on projects which involve federal aid.

Although on the Eye-Pilot Rock Section, this policy has not operated to the advantage of the manufacturers of the concrete type of pipe, we believe that in general the policy will be quite as advantageous for one type as for another.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

...LAIN CULVERT PIPE REINFORCED CULVERT PIPE ...DING BLOCKS HOLLOW BLOCK SILOS

CONCRETE PIPE COMPANY

"PERMANENT AS THE PYRAMIDS"

ISLAND CITY, OREGON
PHONE MAIN 120

WALLA WALLA, WASH.
PHONE 467

Feb.10,1931

Roy A Klein, State Highway Engr.,
Salem, Ore.

Dear Sir:-

We note on the bid sheet for the Pilot Rock-nye Section, for which bids are being called Feb.19th., you are calling for prices on corrigated iron culverts only.

While there are anumber of iron culverts to be extended, by far the greater amount of culverts is for new culverts. We would like very much to see the bid sheet call for prices on concrete pipe culverts also for the new culverts, if this could be arranged.

The cartage item on concrete pipe on this particular piece of work is very small on account of the job starting at Pilot Rock. We are in position to give some attractive prices to contractors on concrete pipe and believe a saving could be effected.

Trusting we may have an oppertunity of submitting prices on this work, we are,

RECEIVED
FEB 11 ...
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

L.F.Kline.

Manager.

PR 155A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

February 9, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 155, section A.

It is noted that the resolution from the town of Pilot Rock relating to obstructions is not enclosed. In this connection we have been requested to submit these resolutions with the P. S. & E. papers and would suggest that the resolution covering this project be obtained as soon as possible and that resolutions be submitted with other papers on future projects involving routes through towns.

In the estimate it is noted that 87% of the project is to be completed by September 1. In this case, there is over 13% involved in the oiling proposed, so that the full 10% engineering and contingencies would be necessary to obtain the emergency advance funds requested. As previously mentioned, we believe the percentage of State funds should be increased and the emergency funds decreased on this project so that there may be no danger of not using the emergency advance funds. It is suggested that this be taken care of when submitting the project agreement estimate.

Cost analysis, in quadruplicate, covering the oil surface treatment is also requested.

Very truly yours,

W. H. LYNCH
District Engineer

OREGON STATE HIGHWAY COMMISSION

LA GRANDE, OREGON

April 4, 1938.

PR 155 A

Mr. Ray E. Klein,
State Highway Engineer,
Salem, Oregon.

Mr. R. G. Smith
Division Engineer,
LaGrande, Oregon.

Attention Mr. Oscar Cutler

Dear Sirs

We have assigned prefix 30 F6 to apply to the widening, resurfacing and betterment materials for the Hiley Dam-Pendleton Section of the Oregon-Washington Highway in Umatilla County.

This is in reply to your request of March 28.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

March 28, 1929.

RECEIVED
MAR 29 1929
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert:

Dear Sir:

Will you please advise job prefix for the McKay Dam-Pendleton Resurfacing section on the Oregon-Washington Highway in Umatilla County.

30 PG

Very truly yours,

H. G. SMITH,
Division Engineer.

By: Oscar Cutler
Oscar Cutler,
Office Engineer.

OC:CW

Federal Aid Project
Widening, Resurf. and Bit. Matls.

CONTRACT #1282, 1304,

PR 144-H Bridge over Cape Creek 1931

1282, 130H

144-H

September 18, 1952

Wood, Montague, Matthiessen & Rankin
Attorneys and Counselors
1310 Yeon Building
Portland, Oregon

Re: Soule' Steel Co. - Clackamas Construction Co. and U. S. F. & G. Co.

Gentlemen:

In response to your request of September 18, I am informed you that Contract No. 1804 awarded to the Clackamas Construction Company for the construction of an extension to the Cape Creek Bridge on the Oregon Coast Highway in Lincoln County was completed by the contractor on March 4, 1952 and was accepted by formal action of the Commission on March 17, 1952.

Very truly yours

Secretary

HBG:jn

WOOD, MONTAGUE, MATTHIESSEN & RANKIN
ATTORNEYS AND COUNSELORS

RICHARD W. MONTAGUE
ERSKINE WOOD
MARK M. MATTHIESSEN
HERBERT R. RANKIN

BERT S. SQUIRE
W. L. GOSSLIN

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

1310 YEON BUILDING
PORTLAND, OREGON

RECEIVED
SEP 19 1933
OREGON
STATE HIGHWAY COMMISSION

September 18, 1933

SUBJECT: Soule' Steel Co. - Clackamas Construction Co. and U. S. F. & G. Co.

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Glaisyer

Dear Sirs:

Please give us the date of the formal acceptance of the work under your contract No. 1304, for the construction of a bridge over Cape Creek Extension on the Oregon Coast Highway, Lane County.

Very truly yours,

Wood, Montague, Matthiessen & Rankin

MMM:C

144-H

September 4, 1933.

Mr. W. E. Warren,
Cannon Beach, Oregon.

Dear Sir:

Copy of your letter of August 22, addressed to Governor Meier, is before me, relating to the Arch Cape tunnel project.

The tunnel is deferred because federal funds are inadequate for this and other projects throughout the state. The decision was made by the highway commission and engineers after full and mature consideration of relative needs. The tunnel project would cause neglect of others which appear to have larger relative importance, such as Salem highway, Hillsboro highway, Wolf Creek highway, West Side highway, Linnton Road, Fourth Street, John Day bridge, Youngs Bay bridge, and many others.

Yours truly,

Copies made for Commission and Mr. Baldock

144-14

September 2, 1938

Mr. R. R. Rankin
Wood, Montague, Matthiessen & Rankin
Attorneys and Counselors
1510 Yeon Building
Portland, Oregon

Dear Sir:

Responding to your request of August 30, I am sending you today by express a certified copy of the contract and bond between the State Highway Commission and the Clackamas Construction Company for the construction of an extension of the Cape Creek bridge on the Oregon Coast Highway in Lane County, being Contract No. 1304.

I enclose copy of claim filed against this contract by Soule Steel Company as you request.

Very truly yours

Secretary

WBG:AJ

#1304

WOOD, MONTAGUE, MATTHIESSEN & RANKIN
ATTORNEYS AND COUNSELORS

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

1310 YEON BUILDING
PORTLAND, OREGON

RICHARD W. MONTAGUE
[illegible] WOOD
MARK M. MATTHIESSEN
ROBERT R. RANKIN

BERT S. GOODING
W. L. GOSSLIN

August 30, 1933

SUBJECT:

Oregon State Highway Commission
Salem
Oregon

Dear Sirs:

Soule Steel Company advised me that they have filed with you a claim against the Clackamas Construction Company, under contract No. 1304. I would appreciate a copy of this contract between yourself and the Clackamas Construction Company; also, a copy of the surety bond of the United States Fidelity & Guaranty Company, and a copy of the Soule Steel Company's claim filed with you.

Apparently the construction company is denying liability, and the purpose of this information is for the institution of suit in the event we cannot make collection otherwise.

Very truly yours,
R. R. Rankin
R.C.

RRR:C

RECEIVED
SEP 1 - 1933
OREGON
STATE H[illegible]

April 19, 1933

Mr. R. E. Mason,
Supt. of Claims,
United States Fidelity & Guaranty Co.,
1200 Porter Building,
Portland, Oregon.

Dear Sir:

In response to your inquiry of April 18th we wish to advise that the Clackamas Construction Company Contract No. 1204 for the construction of the Cape Creek Bridge extension in Lane County, was completed on March 1st, 1932 and was accepted by the Highway Commission on March 17th, 1933.

Claims on file in this office against the above contract are as follows:

3- 31-32 Rufus C. Stonefield, $323.87 for rental and supplies.

3. 19-32 Scale Steel Company, $2,689.92 for material furnished.

Neither of the above claims was filed through the Secretary of State.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

Portland 104 10m 11-14-32

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND BRANCH OFFICE

C. O. PRICE, MANAGER

1208 PORTER BUILDING

PORTLAND, OREGON

April 18, 1933

S-1459-A - Clackamas Construction Co.
State of Oregon

OREGON
APR 19 1933
RECEIVED

State Highway Commission,
Salem, Oregon

Attention: Chief Clerk

Gentlemen:

My records show that the Cape Creek bridge job--State contract #1304--Clackamas Construction Company, was accepted by the State on April 30, 1932, with no claims filed.

Will you kindly check your records on this? If there were claims filed, advise me as to claimant, amount, date filed and if filed with Secretary of State.

Yours very truly,

R.B. Nason

Supt. of Claims

RBN:ET

#1282

1444

December 24, 1932

Hartford Accident & Indemnity Company,
Jewett, Burton & Leavy, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

On June 6th we advised you that final payment would be made to John K. Holt on contract No. 1282 forthe construction of a bridge over Cape Creek on the Oregon Coast Highway in Lane County and that the total amount paid Mr. Holt would be $155,664.80 of which amount $364.09 was for force account work.

Please be advised that since that time an adjustment has been made with Mr. Holt and the total amount now paid will be $156,575.19 of which amount $517.41 is for force account work.

The final payment will be made on this contract within the next ten days.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. HCF.

COPY FOR MR. Baldock
From H. B. Glaisyer, Secretary

OREGON STATE HIGHWAY COMMISSION
Portland

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Dear Sir:

J. K. Holt, builder of our Cape Creek Bridge, Box 512, Salem, Oregon, telephone 6505, called on October 5 to present to the Commission his claim for additional pay on the ground that his costs were increased by the work on another contract by another contractor for construction of the north end of said bridge. I am presenting for your inspection the statement of his claim which he presented.

I wish that after inspecting the same you would hand it to Mr. H. B. Glaisyer, so that copies may be sent to the Commissioners for their information.

Yours truly,

SCOTT

Chairman

LMS:jn

J. K. HOLT, CONTRACTOR, BOX 512, SALEM, PHONE 6305 — BRIDGE NO. 1115, CONTRACT #1282

ADJUSTMENTS ON THE CONSTRUCTION OF CAPE CREEK BRIDGE

COSTS THAT COULD NOT BE FIGURED AT THE TIME OF LETTING THE CONTRACT BECAUSE OF SUBSEQUENT CHANGE IN PLANS AND BECAUSE OF CHANGE IN SETUP DUE TO AN EXTRA CONTRACT LET ON THE NORTH END.

Change from bearing plates to rocker arms where the "q" beam hits the arch - -$91.75
Labor building curtain walls for protection rocker arms - - - - - - - - - - - - 86.19
2½ pairs Angle Irons (not shown in the original plans) - - - - - - - - - - - -100.85

Placing mastic North end bridge to join Clackamas end - - - - - - - - - - - - - 12.86

Arch windbracing difference in cost
75.80 yards at 8.27 - - - - - - - - - - - - 625.13
State compensation - - - - - - - - - - - - 40.63
Total - - - - - - - - - - - - -

HOTEL VALANDRA

Central Point, Ore.

October 11, 1952

State Highway Commission

Mr. Leslie M. Scott, Chairman
Portland,
Oregon.

My dear Sir:

I beg your pardon for taking the liberty in writing to you to submit a few facts, about a projected plan to eliminate the curves of the Pacific highway between the cities of Central Point and Medford.

As I understand the State highway department have made a survey of the projected cut off from the intersection of Pine and Front streets following Front street then the S. P. tracks to a point near Medford.

I am of the opinion that the above survey is the most economical, and only logical plan by a very large margin, also the above plan would eliminate School Zone within the City of Central Point, as the present highway passes in front of all the city schools.

However, there is a very small group of citizens who are not in favor of the above project, and they will eventually try to influence the State highway commission.

Their pet project calls for one and one-half miles of new highway that would have to be built, and to abandon a stretch of the present highway which is very good, from the intersection of Pine and Front street to a point one and one-half miles north of the City of Central Point. Their project would cost an enormous sum of money for the right away through valuable orchard lands, and also would totally ruin such business as Hotel and tourist cottages owners, which have to depend entirely on the traveling public for a living. Businesses established with the savings of a life time, and which are actually built on that stretch of highway which that small group of citizens propose to abandon.

The former project as planned by the State highway department would only require a very small strip of land along the railroad track and consequently cost very much less, and no business enterprises would suffer a loss of trade.

My dear Sir: In calling your very kind attention to the above facts, I very sincerely do hope that the project as advocated by this small group of citizens with so selfish motives will never materialize. With four full years of overseas service and a crippled body, and also all our life savings invested in this business, which is our only means for a living for our family, I submit this matter. Thanking you very kindly, I am Sir:

Yours very truly,
A. CHOMEL

Milton, Oregon

Leslie M. Scott

Chairman State Highway Commission

Portland, Oregon

Dear Sir:

In our petition recently presented to you from Milton City, the word "traverse" was used. It is misleading and poorly chosen, as your reply to Mayor Scott indicates.

The fact is that the Oregon-Washington Highway follows the streets mentioned instead of crossing them.

The plea of the petitioners is that when the Commission undertakes to widen the surface through them that additional width of surface be contracted on a co-operative basis with Milton City.

Hoping that I have presented the matter in a different light, I am

Very truly yours,

W. S. CAVESHILL

October 10, 1932

Mr. Arthur L. Fields, President
Chamber of Commerce
Portland Oregon

Dear Mr. Fields:

Your letter of the 6th is at hand, urging retention of trees and other natural growths along highways of the state.

Your suggestion accords with the desires of the present state highway commission, and I believe you will observe that your idea has been observed during the incumbency of this commission. We are endeavoring also to obtain through cooperation with federal authorities, exchange of private timber holdings along highways for government areas elsewhere; that is, to take private ownerships of timber from highway fringes to other places. The highway commission, as you know, has not funds to purchase such fringes.

I am asking the superintendent of our highway parks, Mr. S. H. Boardman, to reply further to your letter.

The highway commissioners appreciate the cordial spirit of your missive.

Yours truly,

L. H. SCOTT

PORTLAND CHAMBER OF COMMERCE
Portland, Oregon
ARTHUR L. FIELDS, PRESIDENT

October 6, 1932

Mr. Leslie M. Scott, Chairman
Oregon State Highway Commission
Keen Building City

Dear Mr. Scott:

In the construction of new highways it has been the policy of the engineers in charge of same to clear the entire right of way of all trees and other green growth which in the opinion of our Forestry Committee andBoard of Directors, add to the attractiveness of our scenic highways. This policy has been followed generally on roads in national forests, through private timber and also in the farming sections of the state, where there is often a growth of timber or shrubbery which adds considerably to the beauty of the roads.

On every hand we note a growing appreciation of the scenic value of our highways and it is becoming more generally accepted that our principal roads today are more than merely routes of travel and have become real recreational areas used by an increasing number of motorists.

It is the opinion that wherever possible the natural growth should be preserved along these roads and in this we believe that communities throughout the state will agree. A policy of clearing only such portions of the rights-of-way in constructing and improving highways as engineering necessity demands, would leave trees and shrubs that would enhance the beauty of our many outstanding thoroughfares.

Very sincerely,

Arthur L. Fields

E
W. H. Lynch, District Engineer
Bureau of Public Roads

President

County Commissioners of
Multnomah County

WEST ST. HELENS PROGRESSIVE CLUB

St. Helens, Oregon,
October 13, 1952

State Highway Commission
Salem
Oregon

Gentlemen:

We desire to call your attention to the following resolution passed at our last regular meeting of October 12, 1952.

"Be it resolved that whereas there are at present approximately 45,000 automobiles in the State of Oregon tied up, because of the inability of their owners to buy a license to operate them, and whereas we consider the present license rates inconsistent with the rates of our sister states of Washington and California, and whereas we believe that the state would derive a greater revenue from the gas tax if all cars were operating,

"Be it resolved that the West St. Helens Progressive Club go on record endorsing the Dunne $5.00 license Bill to be presented at the next session of the Oregon State Legislature."

Very truly yours,

WEST ST. HELENS PROGRESSIVE CLUB

By M. E. Turkington
Chairman, Street and Road Committee

WEST ST. HELENS PROGRESSIVE CLUB

St. Helens, Oregon, October 13, 1932

State Highway Commission
Salem
Oregon

Gentlemen:

We desire to call your attention to the following resolution passed at our last regular meeting on October 12, 1932.

"Be it Resolved, that our organization go on record as opposing the proposed Wolf Creek Road as a short route to the sea; because we feel that this route does not benefit the greatest number of people possible, and Whereas the proposed new road would parallel a present state highway, being only 3 3/4 miles from present highway for a distance of approximately 26 miles, we believe this an unnecessary additional burden upon the already overburdened tax payers of the state, and whereas we believe that the added cost of about $60,000 required to build this road, over other proposed routes, should be used to complete unfinished highway projects already started instead of creating an entirely new highway, and whereas the proposed Wolf Creek route would run thru valuable timber lands we believe that it would create a fire menace to our few remaining forests, and that other proposed routes if approved would greatly help to settle and improve thousands of acres already logged off, thereby causing the larger tax revenue to be derived for the State and lessening the burden of the present taxpayer,

"Be It Resolved that a copy of this resolution be sent to the State Highway Commission and also to State Highway Engineer Baldock."

Very respectfully

WEST ST. HELENS PROGRESSIVE CLUB
By M. L. Turkington, Chairman
Street and Road Committee

Milwaukie, Oregon
Oct. 6, 1932

To his Excellency, Gov. Julius L. Meier
State House
Salem,
Oregon

Dear Governor:

Whereas there are approximately 160 unemployed men in Clackamas County who have registered for work on the super-highway between Oregon City and Milwaukie, and

Whereas only 34 per cent of the men needed on above project can be hired from this county, and

Whereas this work is carried on partly by funds supplied by the federal government, specifically for relief to the unemployed, and

Whereas the only way in which this relief work can be of most benefit is by an equitable system of rotating the work among all the unemployed, and

Whereas the foreman on said job refuses to rotate the work, and

Whereas, according to current press reports over $5,000,000.00 is to be spent on state highways during the present season partly by federal aid with unemployment aid as its object, and

Whereas the unemployed who cannot secure any work will be an added burden upon the taxpayers and relief agencies of the county,

Therefore be it resolved that the UNEMPLOYED CITIZENS' LEAGUE OF OREGON, Milwaukie Local #1, do emphatically protest the action of said highway contractors in refusing to rotate said work, and

Be it further resolved that the UNEMPLOYED CITIZENS' LEAGUE OF OREGON petitions the Governor of this state as head of the president's Relief Committee, also the State Highway Commission to take such action upon all highway work as will secure the same system of rotating work as is in operation in Multnomah County and the City of Portland.

B. C. CARNEY SECRETARY
C W RUDDER PRESIDENT

R-C:JB

TO THE STATE HIGHWAY COMMISSION OF OREGON, and the
COUNTY COURT OF JACKSON COUNTY, OREGON

Gentlemen:

Prompted by motives of personal interest, certain individuals, few in number, are now engaged in an effort to change the route of the Pacific Highway through Central Point.

We believe, first, that the route of the highway should remain where now located, and second, if the route shall be changed that it should be parallel and adjacent to the Southern Pacific right of way. One of the propositions now offered would leave the present right of way approximately one and one-half miles north of Central Point, and swing easterly along a route which would place the highway thru the Eastern part of Central Point, thus creating a new business district and enhancing the value of property owned by certain persons who are now championing this route. It would mean the abandonment by thestate of Oregon by one and one-half miles of highway, the building of which costs about $15,000.00, which part of the highway would probably revert to the County of Jackson, and would have to be maintained by the County. In addition, this would mean the purchase of property for the new right of way and the expense of building the new one and one-half miles of highway. If the highway is straightened, we believe it should be an extension toward Medford of the present highway entering Central Point from the North. A new right of way can be purchased for less along the Southern Pacific tracks then thru the valuable farms and orchards which would be divided if the route selected passes thru the Eastern part of Central Point and continues to Medford past the Central Point High School.

If the highway is re-routed thru ght Eastern part of Central Point, it would result in great financial loss to those who are now engaged in business in Central Point. It is well known that where the route or highway passing thru or near a city is materially changed that the movement of the business district necessarily follows, and those having investments along the old route are materially damaged.

We feel that the logical and most economical solution of the matter, taking into consideration all of the conditions, including the investments of Central Point merchants, and the convenience of the traveling public, is to keep the highway along the Southern Pacific track and not to make any departures from that route except where necessary. In other words, we strenuously object to any solution which is based upon the personal financial benefit of one or more individuals.

248 signatures are affixed to this petition

66 66 14 for H

November 7, 1932

Mr. J. K. Holt
Post Office Box 512
Salem, Oregon

Dear Sir:

Reference is made to your letter of October 29 directed to Mr. L. H. Scott, Chairman of the State Highway Commission, in which you request a hearing before the Commission to discuss matters pertaining to your claim for additional compensation in connection with your contract with the Commission for the construction of the Cape Creek Bridge in Lane County.

The State Highway Commission will hold a special meeting in the Benson Hotel, Portland, Oregon, at ten o'clock A. M. on Thursday of this week, November 10. I am sure the Commission will be pleased to grant you a hearing at that meeting if you are present.

I do not know which room will be assigned for this meeting, however, this may be ascertained from the hotel clerk.

Yours very truly

Secretary

HBG:ja

Box 512,
Salem, Oregon,
October 29, 1932.

Mr. Leslie M. Scott, Chairman,
Oregon State Highway Commission,
Portland, Oregon.

Dear Sir: BRIDGE #1113, Contract #1282.

Several weeks ago I appealed to you the decision made by the State Bridge Engineer, Mr. C. B. McCullough, on some adjustments for changes made during construction of the above mentioned bridge.

Mr. McCullough has made his report in detail and knowing the difficulties in making separate analysis of reports and in justice and equity to the Bridge Department and myself I request that I meet you together with the other commissioners and Mr. McCullough in comference. We can go over his report and mine and I believe reach an agreement.

Sincerely,

Jno. K. Holt

(4)

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

COMMISSION
CHAIRMAN

Salem, Oregon

Dear Sir:

J. K. Holt, builder of our Cape Creek Bridge, Box 512 Salem, Oregon, telephone 6305, called on October 5 to present to the Commission his claim for additional pay on the ground that his costs were increased by the work on another contract by another contractor for construction of the north end of said bridge. I am presenting for your inspection the statement of his claim which he presented.

I wish that after inspecting the same you would hand it to Mr. H. B. Glaisyer so that copies may be sent to the Commissioners for their information.

Yours truly

Chairman

LMS:jn

Copies made for Commission

NOTED

...SCOTT, CHAIRMAN, PORTLAND
...DRICH, PENDLETON
...L G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF LESLIE M. SCOTT, CHAIRMAN
1025-29 YEON BUILDING
PORTLAND, OREGON

October 8, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

J. K. Holt, builder of our Cape Creek Bridge, Box 512 Salem, Oregon, telephone 6305, called on October 5 to present to the Commission his claim for additional pay on the ground that his costs were increased by the work on another contract by another contractor for construction of the north end of said bridge. I am presenting for your inspection the statement of his claim which he presented.

I wish that after inspecting the same you would hand it to Mr. H. B. Glaisyer so that copies may be sent to the Commissioners for their information.

Yours truly

Scott

Chairman

LMS:jn

Copies made for Commission

NOTED

Contractor Box 512 Salem Phone 6305

Bridge No 11:5 Contract No 1282.

ADDITIONAL ON THE CONSTRUCTION OF GAPS CREEK BRIDGE

ITEMS THAT COULD NOT BE FIGURED AT THE TIME OF LETTING THE CONTRACT BECAUSE OF SUBSEQUENT CHANGE IN PLANS AND BECAUSE OF CHANGE IN SETUP DUE TO AN EXTRA CONTRACT LET ON THE NORTH END.

Change from bearing plates to rocker arms where the "q" beam hits the arch -	-$71.75
Labor building curtain walls for protection rocker arms	86.19
8½ pairs Angle Irons (not shown in the original plans)	100.86
Placing mastic North end bridge to join Clackamas end	13.86

Arch windbracing difference in cost -

75.59 yards @ 8.27	625.13	
State compensation	40.63	
Total		665.76

Column windbracing difference in cost -

36.89 yards @ 10.15	374.43	
State compensation	24.34	
Total		398.76

Account lining forms adjacent to Clackamas end because of slide had moved the whole south end some 2 inches south	8.90

Moving sand account delivered on my original setup so to make room for change in plans and the last contract.

Labor	15.50	
Larsens truck	10.50	
Total		26.00

Extra labor necessary to handle concrete for the job because of change in original setup	2450.79

Extra for conveyer not needed with the original setup -

Mill for the conveyer and building	537.48	
under original setup figure	236.00	
Difference		341.48

Extra cost on High Line and equipment		718.22
Total		3967.84

The above does not include many items of extra cost occasioned by subsequent change in plans and the letting of an extra extension on the north end. There is no way to figure the increased crowded condition for material and extra handling. Delay in handling materials for forms and steel because of the sway line. Delay in the pouring of concrete necessitated often waiting for material for the carpenters. Slowing up the setting of falsework and many other items that would run into a large figure. Further I had arranged for the adjacent land from the owner, Mr. Stonefield, and with the added contract I was forced to conceed space that was very vital to me.

Copies made for Commission and Baldock

November 7, 1932.

Oregon State Highway Commission,
Portland, Oregon.

Gentlemen: BRIDGE #1113, CONTRACT #1282.

After a review of the decision of the State Highway Engineers on my claim for adjustments for certain items not included in the original plans together with other conditions not possible to figure from the data given in the proposal I note the attitude of the engineers is for adjusting any loss I sustained by the additional windbracing against some excess profit derived by a change in the footer design on the south end of the bridge to mass concrete thereby aiding some 290 yards.

Further these were the only items they would consider as bearing on my two major claims. It was my proposal to let this be a balance toward the extra cost in the building of my concrete forms and the creating of falsework necessated by the change of SET-UP.

This change of set-up is the hinge of the whole difference between the engineers and myself. For this reason let us go into this phase and see if I had any just reason to assume that I would have any ground upon which to construct so big a bridge.

When I made my inspection of the bridge site prior to the time for placing my original bid I made enquiry from everyone that I felt knew anything of value. And from all the information it was the same as given by Mr. Archibald, superintendent for Korn & Kibby then contractors for driving the tunnel and for construction of the grade from Berry Creek to a point near the Sea Lions Cave, that there was a gap between the south portal of the tunnel and the point near the Sea Lions Cave that had not been let by the Bureau of Public Roads as the material was to go thru the tunnel to make the fill at the north end of the bridge. And as soon as the tunnel was complete the Bureau would call for bids for making that fill. Again I examined the cut at the north and found that it was not quite complete and as that was under contract by Earl Hollutt I made enquiry and found that there was several thousand yards of material to go into the fill from that and which would bring it down to the flat or a little beyond. Again I read in the Proposal at the top of page #2 which later became part of my contract -

> "The contractor will be required to prosecute the work at a rate which will insure the completion of the structure to a degree sufficient to permit the hauling of embankment materials over the same on or before November 1, 1931. and shall complete the en entire structure with the exception of that portion of the concrete omitted from this contract, as set forth hereinbelow on or before March 1, 1932."

Also I had a long talk with Mr. Wright of the Bureau of Public Roads just prior to going to Portland to place my bid. I dont recall our conversation in detail but we discussed the most feasible methods to proceed with the construction. I outlined my plans and I recall several suggestions he made. I gave him full details of my plans for a high line and I feel at this writing that had there been anything that he knew that would have caused me to have to change my plans he would have at least mentioned the fact that I had the wrong data. Again I have

every confidence that Mr. McCullough would not withhold vital data on a proposal that in any way would cause the contractor to get into a jam. In fact I had a long talk with Mr. McCullough prior to the letting and in response to my questions he sent out a special letter supplementary to the special provisions to all the contractors that had proposals for this job. When we read further on in the special provisions as outlined on page #2 and the bottom paragraph we find-

"The contractor's attention is directed to the fact that that portion of the structure north of Station 677+00 cannot be completed at this time. That portion of the concrete work North of Station 677+00 is therefore omitted from this contract. This contract does include, however, the erection of the creosoted pile towers and the erection on th se towers of a temporary trestle superstructure of untreated lumber which superstmoture shall extend from Station 677 to the North end of the bridge (Station 677+65), Said temporary superstructure to be substantially in accordance with the details shown on drawing number 3721, except in the stringers in the spans longer than 25' will be increased in size and the roadway shall be 16 ' between handrails posts. The piling in the towers will be paid for as Creosote Piling, Item #10. The bracing on the towers will be paid for as Creosote Lumber, Item #11. The temporary trestle will be paid for as Untreated Lumber, Item 12. It may prove inadvisable to build the towers and t emporary trestle at this time, andthe contractors attention is therefore called to the fact that these items (#10, #11, and #12) may be delated from the contract at any time before work is started on them."

From the above data I maintain that it was a logical assumption to figure I would have the North end of the bridge free for construction purposes. And on this assumption and in good faith I submitted the bid figuring the use of a highline, having had some 18 months experience using an overhead runway for handling heavy timbers on ship construction. The last clauses in the above special provision I took to mean that the engineers might substitute something in the form of concrete.

Some ten days after the award Mr. McCullough summoned me into his office with the information that the Bureau of Public Roads was not satisfied with the plans for the creosote towers and that they wanted to finish the bridge under this contract. So he had a drawing for some concrete towers and I signed a price agreement for this additional concrete. But when this additional cost was figured, as I understand the matter, together wi th the cost of hauling the material thru the tunnel (overhaul) it was cheaper to build an additional approach to the bridge. So some 30 days after I received my award the department asked for bids on an additional 220 feet.

This was an engineering problem that came up and had to be dealt with by the State but it so happens that this change caused me to change my whole picture for a set-up. And since it would be absurd to assume that any engineer or any contractor could estimate or judge all conditions that might arrise during the construction of a large bridge it is only just and fair to recognise my rights under my original bid. When you consult the records you will see that my bid, figured along the lines I described above, was a savings to the State of some 5% over the next lowest bidder.

The point is advanced that I had a right to bid on the extension and Mr. McCullough holds that I bid very high. The argument might be advanced that in so much as I had all my equipment on the job I could have easily made a much lower bid. But in the case as in this there was a clause in the special provisions whereby the North end would have to be ready for the fill by July 25, 1931. As that virtually ment to build the entire end by July 4th or 14th at the very latest and a complete seperate setup that argument will be seen of no value. I realized that the extension would cost me a deal in the change of set-up on the original contract, and no chance to change my unit prices, and could see no reason why the State should expect me to bid below a fair profit on such addition in order to protect myself on the first contract. Thus forcing me to do both jobs for little or no profit.

With regard to the change in SET-UP. It was my plan in figuring the bridge to build all my forms in sections on a table at the end of the bridge and taking them up on the HIGHLINE carry them to place in the structure. This with no sway line but directly down the center of the the bridge, and the FALSEWORK would have been assembled in like manner and taken to place. It is easy to see that such a plan is much more feasable that to build the forms in place with men hanging up in the air on scaffleing. I am free to say that after figuring over my labor costs for building forms that I could have saved $3,000.00 on this one item alone. Then in the building of my falsework we were so delayed in the change to get our equipment made that a deal of the falsework not in the arch we placed without the aid of the highline and on this item I know I am out a round $1,000.00 in extra labor over what I could have placed it on my original figures. The work I had planned for August September and October had to be done as late as December, January and February. The mixed concrete was figured to be hoisted and carried to place by the highline. This additional cost I have figured and is in my claim for adjustments at some $1500.00. It is true that some of my forms and some of my falsework were built on the ground and hoisted into place but owing to the delay and the longer time necessary to pour concrete because of the use of the sway line we were very limited in being able to use the line. Further the extreme crowded condition for storinl caused us a deal of extra expense that cannot be figured.

With regard to the extra concrete poured in footer forms at the South end of the bridge. Before placing my original bid I explained to my Bonding Company that in lieu of any loss I might sustain by a possible excavating piers below grade I would be compensated by the extra concrete necessary to fill the voids. Further that the only chance I could see for any [illegible]xcavating was in the footers on the hill side on the South end [illegible]ers in the flat were piling and seal concrete design. This [illegible] very careful study of the lay of the land and getting [illegible]ormation from those that had worked in the vicinity. From the above it will be seen why I gave the State the low bid of $3.00 per yard [illegible] extra time below grade. And while I did not keep a segregation of [illegible] labor costs on this extra excavations from looking over my segregation on labor costs I feel that I am out some $500.00 more than I received for the work. If necessary I could go thru and pick this up very close from the daily time sheets.

It must be borne in mind that some of these holes were near 50 feet deep and had to be shot lightly as there appeared a slight movement at the Portal of the tunnel. This the engineers feared might start a general slide. There were some 167 yards of extra excavating in the six holes.

Soon after the award had been given me I met Mr. Paxson in the office and was explaining to him my system for Falsework and mentioned how simple these ARCH FORMS were since the plans showed no cross bracing of any kind. Also after the plans had come out and we were building the windbracing in the arch I spoke to him concerning the change of design and the expense connected with adding them in the form work. Mr. Paxson told me that the State always made adjustments where there were changes made that were more costly. I told him that I was keeping track of the time in connection with the labor costs. Knowing the practices of the department and feeling that this was notice on this subject. This conversation took place between Mr. Paxson and myself sometime near the last of September 1931 at the bridge site.

With reference to the two extra sets of windbracing on the columns at Stations 676+40 and +60 this I take was made necessary because of the extension as there were no changes on the South end. While the original plans showed a fill that would extend to the ground at about Station 676+30 However the engineers might have figured it best to have added these windbraces. But the original plans only show such windbracing at Station 673+80 (Sta.676+00 similar)

The adjustments that I have presented is a method that can be used as a basis for arriving at a proportionate part of the extra costs to me and I believe small in comparison to the extra cost over which I had no protest and over which I had no chance to change my unit bids to meet the conditions. It must be remembered that prior to placing this bid I had finished a bridge at Grants Pass where I had been greatly cramped for room to work hence knew the difficulties and costs along that line. Since my bid was a great savings for the State and since it became necessary for the State to change the basis upon which my bid was submitted in good faith I feel that it is only just and fair that my claim of some $3,500.00 be allowed.

Sincerely,

Jno. K. Holt

Holt claim

November 7, 1932.

Oregon State Highway Commission,
Portland, Oregon.

Gentlemen: BRIDGE #1113, CONTRACT #1252.

After a review of the decision of the State Highway Engineers on my claim for adjustments for certain items not included in the original plans together with other conditions not possible to figure from the data given in the proposal I note the attitude of the engineers is for adjusting any loss I sustained by the additional windbracing against some excess profit derived by a change in the footer design on the south end of the bridge to mass concrete thereby aiding some 250 yards.

Further these were the only items they would consider as bearing on my two major claims. It was my proposal to let this be a balance toward the extra cost in the building of my concrete forms and the erecting of falsework necessated by the change of SET-UP.

This change of set-up is the hinge of the whole difference between the engineers and myself. For this reason let us go into this phase and see if I had any just reason to assume that I would have any ground upon which to construct so big a bridge.

When I made my inspection of the bridge site prior to the time for placing my original bid I made enquiry from everyone that I felt knew anything of value. And from all the information it was the same as given by Mr. Archibald, superintendent for Kern & Kibby then contractors for driving the tunnel and for construction of the grade from Berry Creek to a point near the Sea Lions Cave, that there was a gap between the south portal of the tunnel and the point near the Sea Lions Cave that had not been let by the Bureau of Public Roads as the material was to go thru the tunnel to make the fill at the north end of the bridge. And as soon as the tunnel was complete the Bureau would call for bids for making that fill. Again I examined the cut at the north and found that it was not quite complete and as that was under contract by Earl McButt I made enquiry and found that there was several thousand yards of material to go into the fill from that end which would bring it down to the flat or a little beyond. Again I read in the Proposal at the top of page #2 which later became part of my contract -

> "The contractor will be required to prosecute the work at a rate which will insure the completion of the structure to a degree sufficient to permit the hauling of embankment materials over the same on or before November 1, 1931. and shall complete the entire structure with the exception of that portion of the concrete omitted from this contract, as set forth hereinbelow on or before March 1, 1932."

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From the above data I maintain that it was a logical assumption to figure I would have the North end of the bridge free for construction purposes. And on this assumption and in good faith I submitted the bid figuring the use of a highline, having had some 18 months experience using an overhead runway for handling heavy timbers on ship construction. The last clausse in the above special provision I took to mean that the engineers might substitute something in the form of concrete.

Some ten days after the award Mr. McCullough summoned me into his office with the information that the Bureau of Public Roads was not satisfied with the plans for the creosote towers and that they wanted to finish the bridge under this contract. So he had a drawing for some concrete towers and I signed a price agreement for this additional concrete. But when this additional cost was figured, as I understand the matter, together wi th the cost of hauling the material thru the tunnel (overhaul) it was cheaper to build an additional approach to the bridge. So some 30 days after I recieved my award the department asked for bids on an additional 220 feet.

This was an engineering problem that came up and had to be dealt with by the State but it so happens that this change caused me to change my whole picture for a set-up. And since it would be absurd to assume that any engineer or any contractor could estimate or judge all conditions that might arrise during the construction of a large bridge it is only just and fair to recognise my rights under my original bid. When you consult the records you will see that my bid, figured along the lines I described above, was a savings to the State of some 5% over the next lowest bidder.

The point is advanced that I had a right to bid on the extension and Mr. McCullough holds that I bid very high. The argument might be advanced that in so much as I had all my equipment on the job I could have easily made a much lower bid. But in the case as in this there was a clause in the special provisions whereby the North end would have to be ready for the fill by July 25, 1931. As that virtually ment to build the entire end by July 4th or 14th at the very latest and a complete seperate setup that argument will be seen of no value. I realized that the extension would cost me a deal in the change of set-up on the original contract, and no chance to change my unit prices, and could see no reason why the State should expect me to bid below a fair profit on such addition in order to protect myself on the first contract. Thus forcing me to do both jobs for little or no profit.

With regard to the change in SET-UP. It was my plan in figuring the bridge to build all my forms in sections on a table at the end of the bridge and taking them up on the HIGHLINE carry them to place in the structure. This with no sway line but directly down the center of the the bridge, and the FALSEWORK would have been assembled in like manner and taken to place. It is easy to see that such a plan is much more feasable that to build the forms in place with men hanging up in the air on scaffleing. I am free to say that after figuring over my labor costs for building forms that I could have saved $3,000.00 on this one item alone. Then in the building of my falsework we were so delayed in the change to get our equipment made that a deal of the falsework not in the arch we placed without the aid of the highline and on this item I know I am out a round $1,000.00 in extra labor over what I could have placed it on my original figures. The work I had planned for August September and October had to be done as late as December, January and February. The mixed concrete was figured to be hoisted and carried to place by the highline. This additional cost I have figured and is in my claim for adjustments at some $1300.00. It is true that some of my forms and some of my falsework were built on the ground and hoisted into place but owning to the delay and the longer time necessary to pour concrete because of the use of the sway line we were very limited in being able to use the line. Further the extreme crowded condition for material caused us a deal of extra expense that cannot be figured.

With regard to the extra concrete poured in footer forms at the South end of the bridge. Before placing my original bid I explained to my Bonding Company that in lieu of any loss I might sustain by a possible excavating piers below grade I would be compensated by the extra concrete necessary to fill the voids. Further that the only chance I could see for any extra excavating was in the footers on the hill side on the South end as the others in the flat were piling and seal concrete deposit. This of course after a very careful study of the lay of the land and getting all the information from those that had worked in the vacinity. From the above it will be seen why I gave the State the low bid of $3.00 per yard for excavating below grade. And while I did not keep a segregation of the labor costs on this extra excavationg from looking over my segregation on labor costs I feel that I am out some $500.00 more than I recieved for the work. If necessary I could go thru and pick this up very close from the daily time sheets.

It must be bornne in mind that some of these holes were near 50 feet deep and had to be shot lightly as there appeared a slight movement at the Portkk of the tunnel. This the engineers feared might start a general slide. There were some 167 yards of extra excavating in the six holes.

Soon after the award had been given me I met Mr. Paxson in the office and was explaining to him my system for Falsework and mentioned how simple those ARCH FORMS were since the plans showed no cross bracing of any kind. Also after the plans had come out and we were building the windbracing in the arch I spoke to him concerning the change of design and the expense connected with adding them in the form work. Mr. Paxson told me that the State always made adjustments where there were changes made that were more costly. I told him that I was keeping track of the time in connection with the labor costs. Knowing the practices of the department and feeling that this was notice on this subject. This conversation took place between Mr. Paxson and myself sometime near the last of September 1931 at the bridge site.

With reference to the two extra sets of windbracing on the columns at Stations 676+40 and +80 this I take was made necessary because of the extension as there were no changes on the South end. While the original plans showed a fill that would extend to the ground at about Station 676+30 However the engineers might have figured it best to have added these windbraces. But the original plans only show such windbracing at Station 673+80 (Sta.676+00 similar)

The adjustments that I have presented is a method that can be used as a basis for arriving at a proportionate part of the extra costs to me and I believe small in comparison to the extra cost over which I had no protest and over which I had no chance to change my unit bids to meet the conditions. It must be remembered that prior to placing this bid I had finished a bridge at Grants Pass where I had been greatly cramped for room to work hence knew the difficulties and costs along that line. Since my bid was a great savings for the State and since it became necessary for the State to change the basis upon which my bid was submitted in good faith I feel that it is only just and fair that my claim of some $3,500.00 be allowed.

Sincerely,

Jno. X. Holt

FORM S-S-1 4000 '32 S-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

OR 144 H

October 17, 1932.

Mr. R. H. Baldock
State Highway Engineer
O f fii c e

Dear Sir:

Mr. McCullough has asked me to submit to you a comparison of the savings made the contractor on the Cape Creek Bridge by reason of the redesign of the columns under the south approach with his claims for additional costs incurred in the building of wind bracing between columns of the north approach and between the arch ribs, which the contractor states were not sufficiently detailed to enable him to foresee.

The contractor, John K. Holt, has submitted tabulations of his labor costs for building the forms for the entire structure and for building the forms for the wind bracing in question, also for the cost of placing concrete in these forms, both for the entire structure and for the wind bracing. A copy of this tabulation is attached. You will note that he is claiming a labor cost of $10.23 per cubic yard of concrete for forms on the arch wind bracing and a form cost of $17.67 per cubic yard of concrete for forms on the column wind bracing on the north approach. These costs seem excessive. The amount of his claim on these two items in $1,163.01.

After the contract was let it was found necessary to redesign the columns under the south approach for reasons set forth in Mr. McCullough's letter to you dated October 7, 1932. This redesign took away from the structure as originally planned, several yards of concrete in columns and footings, which would have been about average in cost with the rest of the structure, and substituted therefor 359.13 cubic yards of massive concrete columns. All of this concrete was below the ground line. The excavation for these columns was carried down through a rather soft rock and the redesigned columns were cast in these holes without any outside forms other than the rock. The columns themselves averaged about 7' square in cross section. These columns were hollow for a portion of their height, the hollow being 4' square

in cross section. The building of these 4' square boxes was all the form work required for this 359.13 cubic yards of concrete.

The total area of these boxes exposed to the concrete was 2107 square feet. With the addition of the necessary bracing, the total lumber required would be approximately 4000 F.B.M. The building of these simple boxes is the least expensive of form work. Our costs on culvert form construction, which is certainly more difficult than these boxes, is about $7.00 per M.B.M. for labor. Allowing the contractor $10.00 per M.B.M. labor cost on these boxes, his entire labor cost should be but $40.00.

You will note from his attached tabulation of cost that he claims a cost of $5.21 per cubic yard of concrete as an average of the job as he bid it. Applying this to the 359.13 cubic yards of concrete in these redesigned columns, gives $1,817.07 labor cost which would have been incurred by him had this concrete been of comparable cost with that upon which he bid. In other words, he should have made a profit of $1,777.07 on labor cost alone.

Nothing has been said above about saving in form materials, lumber and hardware. Mr. Holt's tabulation does not show his cost on materials for the job, however, our cost analysis on the Grants Pass job, which is of somewhat similar construction and which was also built by Mr. Holt, shows a cost of $3.68 per cubic yard of concrete for lumber and hardware. Using this unit, the cost of the 359.13 cubic yards of concrete should have been $1,321.60 whereas the 4000 F.B.M., used together with the hardware, could not have cost over $80.00. This leaves a profit of about $1,240.00 on materials for the contractor due to this redesign.

Admitting, for the sake of argument, (although there is considerable question about it) that Mr. Holt could not anticipate the wind bracing when he bid the job, and also accepting Mr. Holt's figures as correct, it still appears that the final result of the charges affecting the concrete costs made after the award of the contract was a saving to Mr. Holt of approximately $1,854.00, this being the difference between the $1,777.00 saved in labor plus the $1,240.00 saved on form material, and his claim of $1,163.00.

The second item in Mr. Holt's claim as to extra and unforeseen costs due to the letting of a separate contract attaching to

his work, and amounting to $2,506.00, is of such an intangible nature that no worth while estimate of cost can be given. Mr. McCullough has already reported to you on it in his letter of October 7, 1932.

Respectfully yours

G. S. Paxson
Field Engineer

GSP LD

Attached

COPY

(Copy as near as possible from figures available)

ADJUSTMENTS ON THE CONSTRUCTION OF CAVE CREEK BRIDGE

COSTS THAT COULD NOT BE FIGURED AT THE TIME OF LETTING THE CONTRACT BECAUSE OF SUBSEQUENT CHANGES IN PLANS AND BECAUSE OF CHANGE IN SET UP DUE TO AN EXTRA CONTRACT LET ON THE NORTH END.

Change from bearing plates to rocker arms where the "Q" beams hit the arch..		$ 91.75
Labor building curtain walls for protection rocker arms.....		66.19
2½ pairs Angle Irons (not shown on original plans).....		100.85
Placing Mastic North end of bridge to join Clackamas end.....		12.66
Arch wind bracing difference in cost -		
75.59 yards @ 7.79.....	$ 588.85	
State Compensation.....	38.27	
Total		627.12
Column wind bracing difference in cost -		
36.89 yards @ 13.64.....	503.18	
State Compensation.....	32.71	
Total		535.89
Account lining up forms built by Clackamas Construction Co. because the slide had moved their structure some 2" South		8.90
Account moving sand that had been delivered prior to letting the second contract (under my original setup)		
Labor.....	$ 15.50	
Truck.....	10.50	
Total		26.00
Extra labor necessary to handle concrete for the job because of change in set up.....		1,450.90
Extra coston High line and conveyor not able to figure on original set up..		1,055.47
Total		$ 3,995.73

The above does not include many items of expense occasioned by subsequent change in plans and the letting of an extra contract on the north end. There is no way to figure the increased crowded condition for material and the extra handling. Delay handling material for forms and steel because of the sway line. Delay in the change of equipment necessary caused building to be thrown into the winter whereas it should have been in the fall on the original setup. Hence rushing the pouring of concrete necessitated the extra cost for building forms because carpenters could not always get their material as required. The change cause more forms to be built in place than originally planned. Also the changed setup made my false work a deal more expensive to place. We were thrown so close to the ocean that the tide did us a deal of damage on the forms that we built on the ground. Our lay out platform was moved several times and finally torn up entirely by the tide.

(Copy as near as possible from figures available)

CAPE CREEK BRIDGE - COST DATA

Total Class "A" concrete as shown by Mr. Jordan's estimate.....		$ 2,240.32
Arch wind bracing	75.59	
Column wind bracing.....	77.29	152.88
Total Concrete "A" in structure..		2,087.44
Total Class "D" concrete in main structure.....		384.84
Total concrete in superstructure..		2,472.28
Labor on building forms (not including windbracing).....		12,858.26
Labor costs per yard of concrete		$ 5.21
Labor costs for pouring concrete (not including windbracing)...		3,758.67
Labor costs per yard of concrete.....		1.52

****

Arch windbracing (75.59 yards)

Labor costs building forms -

September	29.88	
October	521.59	
November	221.56	
Total - -	773.03	
Cost per yard of concrete.....	10.23	
Difference in labor for the building forms		5.02
Average cost pouring lower sections of windbracing.....	4.29	
" " " Bridge	1.52	2.77
Difference in cost per yard		7.79

Column windbracing (Stations 676+40 and +80 38.89 yards)

Laying out forms July	25.50	
Building these forms August	121.10	
Labor erecting October	289.36	
November	126.12	
December	89.94	
Total	652.02	
Cost per yard to build forms		17.67
Average cost on forms for bridge.....		5.21
Difference in cost		12.46
Average pour on windbracing	2.70	
" " " Bridge	1.52	1.18
Difference in cost per yard----------		$ 13.64

October 15, 1932

Oregon State Highway Commission

Gentlemen:

With reference to the claim of John K. Holt for extra compensation in connection with the construction of the Cape Creek bridge on the Oregon Coast Highway, which claim Mr. Holt has taken up personally with Mr. Scott and Mr. Washburne, I refer you to report by C. B. McCullough, Bridge Engineer, and J. M. Devers, Attorney for the Commission, attached hereto.

I have had repeated conferences with Mr. Holt and his attorney. Mr. Devers and Mr. McCullough were present on all these occasions. I have carefully reviewed his claims, examined the plans and listened to the testimony on both sides of the controversy in accord with the provisions of the contract under which the engineer is designated the arbitrater under circumstances of this kind. While I am working for the State of Oregon, I have endeavored to give Mr. Holt's claims every consideration and in general would state that, in my opinion, the contractor receives more consideration under such circumstances than he would were an engineer employed by both sides as an arbitrater. At least that has been my position.

A resume of the situation is as follows: Mr. Holt's first claim is predicated upon the extra work on arch wind bracing which he claims cost him more money than the average unit price on his concrete. There is no question but what he is correct in that the concrete in the arch wind bracing is more expensive than the average cost of the concrete on the entire job. However, Mr. Holt does not take into consideration the extra mass concrete poured in the footings on the south approach. Mr. McCullough has clearly pointed this out in his quotation from the standard specifications which read as follows:

> "Where alterations have been made in accordance with instructions from the engineer, which result in a decrease or increase in the amount of any of the items on which the contractor has bid, the engineer shall make a just and reasonable allowance for the cost of such alterations and shall show the amount of such allowance in his final

estimate. This allowance may be either a deduction or an addition to the amount otherwise payable. In the calculation of the amount of this allowance, no consideration shall be given to the item of anticipated profits, and no claim for such anticipated profits shall be entertained by the engineer."

I advised Mr. Holt that I was willing to compute the cost of the expensive material in the arch wind bracing and the rather inexpensive material in the footings and strike a balance, whichever the case may be, and he was not willing to do this. In my opinion, in adjustments of this kind, we should consider the job as a whole and make an adjustment on this basis which is in accord with the terms of the contract. In other words the contractor should be willing to balance his loss on the expensive wind bracing in this case in proportion to the extra profit he made on the mass footing. We are willing to do this if the contractor will agree to this method of adjustment.

Regarding Mr. Holt's second major claim which is founded upon his allegation that the contract for the north portion of the structure which was let subsequent to the Holt contract interfered with his operations. The contract made no guarantee with reference to allowing him ground to set up at the end of the north approach to the bridge. In fact, it was generally known that a contract had been let for making the fill and the operations involved in constructing the fill would have been as much of a handicap, in my opinion, as the operations in constructing the bridge. If we start to entertain claims based upon operations outside the limits of the contract, we will set a precedent that will be very damaging to the State's interest and I believe we should confine ourselves to claims within the limits of the contract in accordance with the provisions thereof.

There are several smaller claims that Mr. Holt has presented which I believe are just and which we have told him that we will recommend for payment.

In conclusion it is my opinion that the two major claims requested by Mr. Holt, aggregating the total of $5,668.00, should not be paid on the basis of fairness and equity to both sides.

Very truly yours

State Highway Engineer

RHB:HI

October 14, 1932

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e .

Dear Sir:

Complying with your request for my report or opinion with respect to the claim of John K. Holt for extra compensation in connection with the construction of the Cape Creek Bridge on the Oregon Coast Highway I submit the following:

I have discussed this matter orally with Mr. King, who is Mr. Holt's attorney, and have had a letter from Mr. King in which he attempted to construe the contract in support of Mr. Holts claim. I wrote Mr. King in answer to his letter giving him my construction of the contract and my opinion with respect to the validity of the claim.

Mr. Holt urges two claims, one predicated upon extra work which he says he was required to do in connection with the construction of some arch wind bracing, which he claims was not disclosed on the plans. As I understand the situation I do not believe that Mr. Holt can sustain his position in this respect and he cannot contend that the plans were entirely silent with respect to that matter. If we concede that he is correct in his contention that the plans did not inform him that this work would be required, then I maintain that such additional cost, if any, which he sustained by reason of constructing the arch wind bracing would be entirely overcome by other extra work which he was required to do and which resulted in a material saving to him.

It is my construction of the contract that if he insists on additional compensation for the construction of the arch wind bracing on the theory that such work was not reflected on the plans then he must submit to a proper adjustment for the additional profits which were made possible to him by reason of the other changes.

I believe his claim for additional compensation, however, with respect to the arch wind bracing is nullified by the terms of the contract which require the contractor, if he intends to ask for additional compensation, to so advise the engineer at the time or before the additional work is done. Mr. Holt, as I am advised, did not make known that he was expecting additional compensation until the job was completed and the engineer did not construe the work which he was re-

quired to do as work which would permit him to ask for additional compensation. Therefore, it is my opinion that Mr. Holt is not entitled to payment of his first claim.

His second claim I think is entirely without support. There was nothing in the contract which gave him any reason or ground upon which he could claim the right to occupy the space which was covered by a subsequent contract. Such reference in the contract as was made with respect to adjacent highway work was there to inform Mr. Holt that his activities could not conflict with other or adjacent work which might or might not be put under contract simultaneously with the work being done by Mr. Holt.

Perhaps had Mr. Holt been the successful bidder for the adjacent work neither of these claims would have been urged.

Yours very truly

J. M. DEVERS

JMD:PW

Holt contract

① Revision of set up.

ⓐ Several thousand yard from cut at north end to go into fill which would have been taken from locality where Holt's north tower would have stood. No suggestion that this material would not have been moved before bridge was complete.

ⓑ Material at south end of tunnel before slide occurred not sufficient to make fill full as per original bridge design. Probable amount at south end of bridge.

ⓒ Circular letter sent out March 30 1931 has no reference to conditions of site or to plans of grading which might lead contractor to expect no redemption.

ⓓ Paragraph at bottom of page 2 calls contractors attention to the fact that the portion of structure north of Sta 677+00 can not be completed at this time. It also states that the creosoted towers and Temporary trestle at north end might not be included under contract. The I.C.R.R. had revised questions as to filling through towers and our alternate plan was to make fill first and drive piling through fill. Had this been done the fill would have been made during construction of bridge and would certainly have interfered with high line and working room. The fill is shown on original plans extended to Sta 676+30 while under the revised plan the fills only come to Sta 677+70. Holts contract under the

revised plans ended at 676+00 and he was permitted to use all of the ground built of that station. Holt was actually allowed 50 feet more under the revised layout than he would have had had the fills been made as contemplated under the paragraph on page #2 of the Opening proposal.

ⓔ Holt's plan of building forms at the north end of the bridge could not have been carried out had the state proceeded with the fill as contemplated under the option imposed in the paragraph on page #2

Concrete at South end

ⓐ Holt's expectation of profit from change in footing design on South end is clearly indefensible. We asked for and received bids on certain items which distinct from each other. Changes in design are provided for in the standard specifications and no contractor can expect a change in design affecting concrete to balance a low bid on excavation. When making up the final estimate with out reference to any change in design Holt was clearly given the advantage of extra profit from column changes at the south end more than compensated for additional change in wind bracing which Holt claims.

Addition of wind bracing

ⓐ This was not a result of the extension of the viaduct. The revised plans called for wind bracing at Sta 676+00 and 676+40 which have as much or more steel around them as the columns and the original design at Sta 676+40 and 676+80. No bridge of this

height or type would be stable without provision for lateral bracing both in the transverse bents and in the arch span. The drawings & wood bracing shown on the original plans were intended as general drawings showing the type of wood bracing which would be used.

October 7, 1932.

Mr. R. H. Baldock:

In response to your request for a report on the adjustment claimed by Mr. John K. Holt on his contract for the construction of the Cape Creek Bridge on the Oregon Coast Highway, kindly be advised as follows:

The controversy now hinges upon two claims, one involving $1,163.00, and the other $2,506.00 (these are from the statement presented by Mr. Holt, and I understood him to state that they were approximate only, and subject to revision). The first claim is for the additional cost of placing certain arch wind bracing. Mr. Holt claims that the wind bracing was not shown on the bidding plans and that its placement cost him much more than the ordinary concrete, the extra cost being approximately $1,163.00 for which he desires remuneration.

In regard to his first statement, there is a serious question in my mind as to whether he can make it stick. The wind bracing is specifically shown on one sheet, and while all of the wind bracing was not detailed out (in fact never is completely detailed out on our plans) I think it could be reasonably inferred that such wind bracing would be used on all end bents and across the arches.

Even admitting, however, that such wind bracing was not within reasonable contemplation of a bidder, I do not feel that he has any legitimate claim for the reason that subsequent to the letting of the contract, and upon excavating into the rock at the south abutment for the arch, we discovered that the entire mountain showed signs of having been in motion; in other words, what we might term an insipient slide condition. At the suggestion of Mr. Klein, this Department retained the services of Mr. Sam Murray who has had considerable experience in geological formations of this character, to make a thorough examination. His recommendation was to the effect that we carry down some heavy footings and tie the footings together as a matter of absolute insurance against movement due to any further rock slide at this point. This change resulted in a

large volume of additional concrete which was very much less costly than the concrete upon which the contractor based his bid, yet, nevertheless, under our specifications, we felt obligated to pay him at the same unit price.

Even admitting for the sake of argument, therefore (and I am not altogether willing to admit this) that the arch wind bracing was a detail which could not have been contemplated by a careful inspection of the plans, yet nevertheless, the increase in cost of such wind bracing was more than offset by the saving in cost on the additional concrete at the south footings and ties. Our standard specifications provide as follows:

> "Where alterations have been made in accordance with instructions from the engineer, which result in a decrease or increase in the amount of any of the items on which the contractor has bid, the engineer shall make a just and reasonable allowance for the cost of such alterations and shall show the amount of such allowance in his final estimate. This allowance may be either a deduction or an addition to the amount otherwise payable. In the calculation of the amount of this allowance, no consideration shall be given to the item of anticipated profits, and no claim for such anticipated profits shall be entertained by the engineer.

From the above you will note that our specifications provide that the engineer can make a deduction or an addition to the unit price to cover any extra cost involved in changes or alterations.

We have made Mr. Holt two propositions -- one to pay him for the concrete straight through on his bid price, and the other to proceed under the above paragraph to adjust for the extra cost of the wind bracing and deduct for the saving in the footings. Mr. Holt has refused both offers and asked that we allow him for the extra cost but do not deduct for his saving in cost. To establish such a principle would be very prejudicial to the interests of the state; it is something we have steadfastly refused to do for the past ten or twelve years; something that has not the foundation of justice or equity, and something which can not be justified on any possible grounds.

Such a procedure would simply constitute making the Engineering Department popular with certain contractors at the expense of the state.

Mr. Holt's second claim is in the amount of $2,506.00, and is founded upon his allegation that the contract for the north portion of this structure which was let subsequent to the Holt contract, operated to interfere with his (Holt's) operations and increase his cost in the above amount. Such a condition is based upon a principle which can not be sustained. The state does not either expressly or by implication, guarantee to any contractor that another contract will not be let on an adjacent section of highway. As a matter of fact, Mr. Holt had no reason to believe that such a contract would not be let.

It is true that subsequent to his contract it was decided to extend this bridge rather than to make an especially high fill. Mr. Holt was given his opportunity to bid upon this but bid very much higher than the low bidder. He had no reason to believe that he would be awarded the contract on anything but a low bid. He had no reason to believe that the space which he now states he contemplated occupying would remain unoccupied. As a matter of fact, the Bureau of Public Roads had a forest contract under way for filling this approach before the Holt contract was let, and Mr. Holt states that some engineer on the ground working for the government, represented to him that this fill would not be made for a certain length of time. Surely he can not hold us to any representation made by an outside third party; and furthermore, I do not see how any government engineer was in the position to make any such representation because subsequent to the award of the Holt contract, I was in conference with engineers of the Bureau of Public Roads, and it had not yet been decided whether this fill would be made at once or await the completion of the bridge. Mr. Holt therefore had no guarantee of the use of this ground and no reason to expect that the fill approach would not be commenced at any time. As a matter of fact changing from the fill to concrete viaduct construction at this point helped Mr. Holt.

In so far therefore from claiming compensation, Mr. Holt should feel that he received an extraordinarily lucky break. In view of the foregoing circumstances, therefore, I can not see that

Mr. Baldook #4

we can justify either of Mr. Holt's claims, except on the theory of a pure gratuity to help him out because of the fact that his profits were doubtless very small, at least so he states.

C. B. McCullough
Bridge Engineer

CBM:AP

144 H

September 1, 1932

Mr. John K. Holt,
Salem,
Oregon.

Dear Sir:

Your request for an extension of time on contract No. 1282, construction of a bridge over Cape Creek on the Oregon Coast Highway, was considered at the meeting of the State Highway Commission on July 1, 1932, and the following action was taken:

"A letter was presented from John K. Holt, to whom the former Commission awarded State Highway Contract No. 1282 for the construction of a bridge over Cape Creek on the Oregon Coast Highway in Lane County, requesting an extension of time to May 15, 1932 in which to complete this project. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the unanimous vote of the Commission."

Very truly yours,

STATE HIGHWAY COMMISSION

AJ

By

Secretary

EC EC

144-14

August 17, 1932.

Mr. F. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith four copies of final voucher for the Cape Creek Bridge, Project No. 144-B. This Voucher is being submitted for the amount of $1,007.19.

You will note that the emergency funds for this project have been reduced by the amount of $16.63, this reduction being occasioned for the reason that the items of "foundation piling" and "excess piling cut-off" have been reduced to the quantities previously estimated. We were not aware of these reductions on March 11th, at which time we submitted a statement showing the total emergency advance funds to be collected on federal aid projects in this State.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

E. E. Probert,
Office Engineer.

Dict. by J. W. Nash/EE.

Encl.

J 392

August 17, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith four copies of final voucher in amount of $12,476.81 covering the Bear Springs-Wapinitia Section, Project No. 163-B.

In checking over the voucher previously submitted and returned by you with your letter of August 11th, we have found that the amounts set forth in your letter are correct and, accordingly, the voucher as now prepared conformed to these amounts.

With reference to the inquiry contained in the third paragraph of your letter concerning the length of the section on which oiling work was performed, please be advised that the work covered by the final oiling report submitted to you was for only the work done on Projects Nos. 163-A and 163-B. The oiling work done on the 3.8 mile section of The Dalles-California Highway was performed under a separate betterment order and, accordingly a separate series of cost reports were kept for this work.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

J-392

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

August 11, 1932

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith the four copies of the final voucher for Oregon F.A.P. No. 163-B, submitted in the amount of $13,696.23.

It appears that the total cost upon which Federal Aid is based should be $19,261.88 for Type I and $130,320.21 for Type II. This would seem to indicate that the total cost on which Federal Aid is computed for the Advance Fund portion of Type I should be $15,921.56; for the Advance Funds portion of Type II, $28,500.77; for the Federal Aid portion of Type I, $3,340.32; and for the Federal Aid portion of Type II, 101,819.44. The Federal Aid claimed on the Federal Aid portions of the work would then be 62.23% of the total cost for Types I and II, $105,159.76, giving $65,440.91. The amount available for this portion of the project would be $66,660.34.

Information in our files indicates that the change of type of surface on this project was due to a lack of sufficient water for sprinkling, which developed after 1.977 miles had been completed. We would accordingly appreciate advice from you as to the correctness of using 13.251 miles as the length of this project sprinkled by State Forces in prorating the cost between this project, Oregon F.A.P. 163-A, and the non-participating project 3.8 miles long.

The supporting data sheet for prorating the cost of sprinkling indicates that as far as State Force work was concerned the three projects were handled as one. It, therefore, occurs to us that the total cost for oiling shown on the statement of oiling costs by State Forces may include the cost of oiling the non-participating 3.8 miles on The Dalles-California Highway. If this is the case, the cost per square yard shown is in error and should be corrected.

We sincerely regret the necessity of returning the voucher to you and the resulting delay in its payment. If you find it necessary to rewrite the voucher, please void and return the copy upon which our check marks appear.

Very truly yours,

W. H. LYNCH
District Engineer
By H. J. Caulfield
Highway Engineer

Encl.

6305

August 11, 1932

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith the four copies of the final voucher for Oregon F.A.P. No. 165-B, submitted in the amount of $13,696.23.

It appears that the total cost upon which Federal Aid is based should be $19,261.88 for Type I and $150,320.21 for Type II. This would seem to indicate that the total cost on which Federal Aid is computed for the Advance Fund portion of Type I should be $15,921.56; for the Advance Funds portion of Type II, $28,500.77; for the Federal Aid portion of Type I, $3,340.32; and for the Federal Aid portion of Type II, 101,819.44. The Federal Aid claimed on the Federal Aid portions of the work would then be 62.25% of the total cost for Types I and II, $105,159.76, giving $65,440.91. The amount available for this portion of the project would be $66,660.34.

Information in our files indicates that the change of type of surface on this project was due to a lack of sufficient water for sprinkling, which developed after 1.977 miles had been completed. We would accordingly appreciate advice from you as to the correctness of using 15.851 miles as the length of this project sprinkled by State Forces in prorating the cost between this project, Oregon F.A.P. 163-A, and the non-participating project 3.8 miles long.

The supporting data sheet for prorating the cost of sprinkling indicates that as far as State Force work was concerned the three projects were handled as one. It, therefore, occurs to us that the total cost for oiling shown on the statement of oiling costs by State Forces may include the cost of oiling the non-participating 3.8 miles on The Dalles-California Highway. If this is the case, the cost per square yard shown is in error and should be corrected.

We sincerely regret the necessity of returning the voucher to you and the resulting delay in its payment. If you find it necessary to rewrite the voucher, please void and return the copy upon which our check marks appear.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

Encl.

6305

June 29, 1932.

144H

ADJUSTMENTS ON THE CONSTRUCTION OF CAPE CREEK BRIDGE

COSTS THAT COULD NOT BE FIGURED AT THE TIME OF LETTING THE CONTRACT BECAUSE OF SUBSEQUENT CHANGES IN PLANS AND BECAUSE OF CHANGE IN SET UP DUE TO AN EXTRA CONTRACT LET ON THE NORTH END.

Change from bearing plates to Rocker Arms where the "Q" beams rest on the arch		91.75
Labor building curtain walls for protection rocker arms		86.19
2½ pairs angle irons (not shown on the original plans)		32.68
Placing Mastic North end of bridge		12.66
Arch windbracing difference in cost –		
75.59 yards at $7.79	535.10	
State Compensation	34.78	
Total		569.88
Column windbracing difference in cost –		
36.89 yards at $13.64	503.18	
State Compensation	32.70	
Total		535.88
Account lining forms adjacent to Clackamus ens because the slide had moved the bridge south some 2 inches		8.90
Moving Sand account change for room for Clackamus		15.50
" " Larsen's truck		10.50
Extra labor necessary to handle the job pouring concrete because of change in set up		1450.90
Extra for converer not needed in original set-up –		
Bill for conveyer and building	537.48	
Under original set up figures	236.00	
Difference		301.48
Extra cost on High line and equipment		713.99
Total		3830.31

The above does not include many items of cost occassioned by subsequent chang in plans and the letteing of an extra extension on the north end. There is no way to figure the increased crowded condition for materials, extra handling. Delays handling material for forms and ss steel because of the sway line. Delay in the pouring of concrete necessitated often waiting for material for the carpenters. Slowing up the setting of falsework and many other items that would run into a large figure. Further I had arrainged with Mr Stonefield for all the flat that he owned and in lieu therefor I had given him a contract for sand at $5.00 per yard when I could have gotten the sand from Yachats at a less figure. In this agreement were rights for camping. Because of the extra letting of the North end I had to surrender the most vital part for my set up to Clackamus Construction Co.

J. K. Hall
Box 512 Salem
6305

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 10, 1932

RECEIVED
JUN 11 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Voucher No. 6 for Oregon Federal Aid Project No. 144-H, the Cape Creek Bridge, has been paid as submitted but our attention has been called to the fact that the item "Engineering and Contingencies as per statement accompanying Voucher No. 4" should be $1,557.89 instead of $1,557.39 as shown on the voucher.

Will you kindly make the necessary corrections on future vouchers?

Very truly yours,

W. H. LYNCH
District Engineer

#128
RR144

June 10, 1932

Hartford Accident & Indemnity Co.
Jewett Barton & Leavy, Agents
Lewis Building
Portland, Oregon

Gentlemen:

Inclosed is certified copy of notice of claim by the J. C. Penzler Motor Company for labor and materials furnished John K. Holt, in the sum of $107.48, in connection with the contract awarded him for the construction of the bridge over Cape Creek, being State Highway Contract No. 1282. This copy is being forwarded to you inasmuch as you appear as surety on the bond furnished in this connection.

Yours very truly,

STATE HIGHWAY COMMISSION

Secretary

JH
inclosure
c.c. John K. Holt
1920 North 4th Street
Salem, Oregon

June 10, 1932

Hal E. Hoss, Secretary of State
Capitol Building

Dear Sir:

We acknowledge receipt of notice of claim filed with your office on June 8, 1932, by J. C. Penzler Motor Company for labor and materials furnished in the sum of $107.48 against the bond furnished by John K. Holt on State Highway Contract 1282 for the construction of the bridge over Cape Creek.

One copy of the notice has been forwarded to the surety on the bond, the Hartford Accident & Indemnity Company, one copy to the contractor, John K. Holt, and the third copy has been placed on file in this office.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

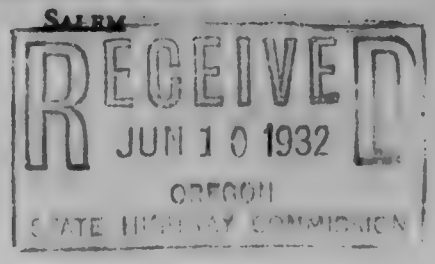
jn

Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State

SALEM



June 8, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by J. C. Ponsler Motor Company for labor and materials furnished in the sum of $107.48 against the bond taken from John K. Holt & V. R. McCoy, principals, and Hartford Accident & Indemnity Co., surety, for work on State Highway contract No. 1282.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

United States of America

STATE OF OREGON

FORD
Cars
Trucks
Tractors

J. C. POWSLER MOTOR COMPANY
Florence, Oregon
June 6 1952

Mr. Hal E. Hoss,
Salem, Oregon.

Automobile Dept.

Gentlemen:

In accordance with provisions of Chapter 280, Oregon Laws for 1951, which provides for filing claim against a contractors bond, we wish to make the following claimagainst State Highway contract No. 1282:

"Secretary of State:
Notice is hereby given that the undersigned J. C. Ponsler Motor Company, J. C. Ponsler owner, has a claim for material and labor in the sum of $107.48 against the bond taken from Hartford Accident and Indemity Company, 720 California street, San Francisco, Calif, and John K. Holt & V. R. McCoy of Florence, Oregon, for the work of repairs to truck and sale of merchandise for same.

J. C. PONSLER

Endorsed: File No. 2052
Filed June 6, 1952
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by J. C. Ponsler Motor Company for labor and materials furnished in the sum of $107.48 against the bond taken from John K. Holt & V. R. McCoy, principals, and Hartford Accident and Indemnity Company, surety, for work on State Highway contract No. 1282, with the original notice filed in the office of the Secretary of State on June 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of June, A. D. 1932.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by J. C. Ponsler Motor Company for labor and materials furnished in the sum of $107.48 against the bond taken from John K. Holt & V. R. McCoy, principals, and Hartford Accident and Indemnity Company, surety, for work on State Highway contract No. 1282, with the original notice filed in the office of the Secretary of State on June 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of June, A. D. 1932.

Hal E Hoss

Secretary of State

#1282
Lane Co
MR 144H

June 6, 1932

Hartford Accident & Indemnity Company,
Jewett, Barton & Leavy, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1282 for the construction of a bridge over Cape Creek on the Oregon Coast Highway in Lane County has been completed by the contractor, John K. Holt, and that final settlement will be made by the State with said contractor for work done under said contract on or after May 16, 1932.

The State has been advised of claim of the J. C. Ponsler Motor Company in the sum of $107.48 against V. R. McCoy who it appears was working on this contract. You are advised that the State assumes no responsibility for the above claim or for any others which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $135,664.89 including the final payment. Of this amount $564.69 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1282
Lane Co
OR 144 H

May 24, 1932

J. C. Pomeler Motor Company,
Florence,
Oregon.

Gentlemen:

We are in receipt of your letter of May 22, in which you state that you furnished materials to V. R. McCoy which were used in connection with the contract that was awarded to John K. Holt for the construction of a bridge over Cape Creek on the Oregon Coast Highway in Lane County, and that you have been unable to secure a settlement of your bill.

In connection with this contract, which is designated as State Highway Contract No. 1282, Mr. Holt furnished the State with a surety bond for the protection of all claims and bills incurred against the project. This bond is offered to you as protection for your claim. The bond was written by Hartford Accident & Indemnity Company and Jewett, Barton & Leavy are its Portland agents, with offices in the Lewis Building. We are today notifying the surety of the existence of your claim.

If you do not secure payment of your bill within a reasonable length of time, we recommend that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931. A mimeographed copy of this law is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Ford

CARS
TRUCKS
TRACTORS

J. C. PONSLER MOTOR COMPANY

FLORENCE, OREGON

May 22 1932

RECEIVED
MAY 23 1932
OREGON STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon.

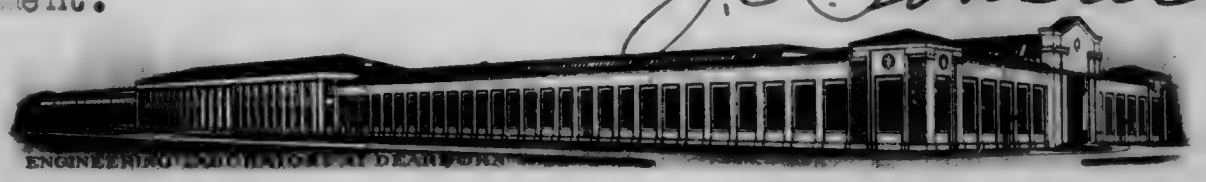
Gentlemen:

We are submitting the account of V.K. Mc Coy-John K Holt Construction Company, at the Jupe Creek bridge near Florence, which remains unpaid. Mr. Holt stated to us that Mr. Mc Coy was deserving of credit as he was doing the hauling for him, and to extend him credit for tires ect, as you will see itemized in statement.

We have tried to get a settlement of this account from Mr Mc Coy but had no success; Mr. Holt when approached with the statement stated well it is just too bad. As he (Mr. Holt) o.k.ed a number of items by phone and paid a portion of the account we feel that the sum is due us and that Mr. Holt should stand liable for the account in as much as he has paid other bills contracted by Mr. Mc Coy in Florence.

N.B. We have mailed Mr. Holt a copy of this letter and itemized statement.

Very truly yours,
J.C. PONSLER MTR. CO.
J. C. Ponsler



MAI 23 3/

		line up and inspect axel bear ings	1.50
12		send in tire for rep to Eugene 30x5 $5.00 trans; ort ation 1.00	6.00

Secretary

C. Ponsler Motor Co.

Ford

FLORENCE, OREGON
PHONE 253

MONTHLY STATEMENT

Any difference between this Statement and your records should be reported immediately.

DATE May 22 1932

NAME V.R. Mc Coy and John K. Doty Const Co.

ADDRESS

CITY **STATE**

RECEIVED
MAY 23 1932
STATE HIGHWAY COMMISSION

Oct 27	Labor on tires	.85
15	mount 1 30x 5 Lee tire, change two tires	2.00
18	4 pouns of grease	.30
23	1 boot 50 lbr 1.00	1.30
21	1 30x5 H.D. Firestone tire 26.20 tube 3.30 Lbr 1.00	30.55
23	repair tire 1.00 valve stem 85¢	1.35
24	repair 2 tires 1.50 boot 35	1.85
27	1 valve stem 85¢ Lbr 1.00	1.85
29	repair 32x6 tire	1.00
31	1 boot	.35
Nov 6	1 boot	.35
	repair tire	.50
8	repair tire 1.25 boot 1.75 small boot 35¢	3.35
10	repair 2 tires	2.00
10	2 valve stems 1.00 boot 35¢	1.35
10	1 30x 5 H.L. firestone tire No L 3699532	26.20
10	vul tube 40¢ rep tire 1.00	1.40
10	1 30x 5 F.S.12604975	26.20
	1 30x 5 H.D. tube	3.35
11	line up and inspect axel bear ings	1.50
12	send in tire for rep to Eugene 30x5 [illegible]5.00 transport ation 1.00	6.00

J. C. Ponsler Motor Co.

Ford

FLORENCE, OREGON
PHONE 253

MONTHLY STATEMENT

Any difference between this Statement and your records should be reported immediately.

DATE May 22 1932

NAME John K. Holt & V.R. Mc Coy

ADDRESS _____

CITY _____ STATE _____

May	12	1 boot 1.75 rep tire & tube	3.25
	13	Phone call 50¢ reface valves 60¢	1.10
	14	2-080 valves @ 90¢ post 6¢ Phone 50¢	1.46
	18	repair lights 50¢ screw5¢	.55
		1 star dist gear	.85
	20	repair tire 1.00 valve stem 60¢	1.60
	20	tail light bulb	.20
	21	shot grease	.25
	21	1 boot 75¢ lbr 50	1.25
	21	3 gal gas	.66
	25	repair 32x 6 tire	1.00
	29	3 gal gas	.66
Dec	1	rivet ring gear to housing	1.50
	1	7 # grease	1.40
	4	repair 2 tubes 1.50 boot 35¢ plug 25¢	2.10
	12	bal on head gasket	.25
	18	rep 3 tubes 1.80 valve stem 85¢	2.35
	21	3 # grease.	.75
			$137.48
Dec	1	by cash J.K.H.Ck.	30.00
			$107.48

May 24, 1932

Hartford Accident & Indemnity Co.,
Jewett, Barton & Leavy, Agents,
Lewis Building, Portland.

Gentlemen:

We are attaching hereto copy of letter received today from J. C. Fossler Motor Company, Florence, Oregon, relative to its claim, in the sum of $137.48, against the bond taken from Hartford Accident & Indemnity Company in connection with State Highway Contract No. 1282, which was awarded to John K. Holt for the construction of a bridge over Cape Creek on the Oregon Coast Highway in Lane County.

This information is given you as you appear as surety on the bond furnished by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By Secretary

AJ

cc John K. Holt
Salem

#13.4
Lane Co
PR 104 W.

April 1, 1932

Mr. Rufus C. Stonefield,
Florence,
Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 29, in which you inform us that the Clackamas Construction Co., has neglected to pay your bills which were incurred several months ago.

Evidently your claim is in connection with State Highway Contract No. 1304, which was awarded to Clackamas Construction Company for the construction of an extension to Cape Creek Bridge on the Oregon Coast Highway in Lane County.

In connection with all state highway contracts, the contractors are required to furnish a surety bond in favor of the State for the protection of any and all claims incurred against the project. In this instance, Clackamas Construction Co., gave a bond in the sum of $49,655.00, which was written by United States Fidelity & Guaranty Company. The local agent of the bonding company is Mr. C. O. Price, Porter Building, Portland, Oregon.

We would suggest that you take up the matter of your claim with the bonding company and if you do not receive satisfaction within a reasonable length of time that you file notice of your claim with the Secretary of State in accordance with the provisions of the statutes with reference to filing such claims. A copy of the law is enclosed for your further information.

If your claim is not against the contract, above described, please give us the location of the job and we will furnish you with the official designation of the project and the name of the bonding company.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ

Secretary

April 1, 1932

United States Fidelity & Guaranty Co.
C. D. Price, Agent,
Portland, Oregon.

Gentlemen:

We have been informed that Mr. Rufus C. Stonefield of Florence, Oregon has the following claim against Clackamas Construction Company:

For furnishing and hauling sand.....	$110.00
Order from Freeman.....	87.00
Rent on Camp Ground.....	82.50
Rent on cabin for L. S. Ellerman.....	21.00
Rent on Cabin for Van Arsmann.....	21.05
Due on piling.....	22.32
	$325.87

This is in connection with State Highway Contract No. 1304 which was awarded to Clackamas Construction Company for the construction of an extension to the Cape Creek Bridge on the Oregon Coast Highway in Lane County.

According to our records you wrote the surety bond for the contractor and we are, therefore, giving you this notice.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Clackamas Construction Co.
Oregon City, Oregon

Florence Oreg
Mar 29

State Highway Dept.

Dear sir

Please find inclosed bills on the Clackmas construction co represented by Mr Barnes
These bills have run several months
I would like to have this looked in to

RECEIVED
MAR 31 1932
OREGON
STATE HIGHWAY COMMISSION

Thanking you

Yours Respf.

Rufus C Stonefield
Florence
Lane Co. Oregon

For furnishing + hauling sand
- - - - - - - - - - - $1.10.00

Order from Freeman $87.00

Rent on camp ground $62.50

Rent on cabin for J S Clemans $2.00

Rent on cabin for Van Arnmans $2.25

Due on filing $22.32

Total $323.82

Rufus C Stonefield

#1304
Lane Co-

PR 1.447

March 25, 1938

United States Fidelity & Guaranty Company,
C. G. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1304 for the construction of the Cape Creek Bridge extension on the Oregon Coast Highway in Lane County, has been completed by the contractors, Clackamas Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after April 4th, 1938.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $51,769.44 including the final payment. Of this amount $4,810.80 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1252
Lane Co

PR 144 N

Mar 16, 1932

Pacific Coast Steel Corporation,
Seattle, Washington.

Attention: L. C. Knight.

Gentlemen:

Receipt is acknowledged of your letter of March 15th concerning the John K. Holt contract for the construction of the Cape Creek Bridge on the Oregon Coast Highway in Lane County.

Please be advised that this contract is approximately 95% complete. It is expected that the work will be completed about April 15th, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1282

STATE HIGHWAY COMMISSION
RECEIVED
MAR 17 1932

Pacific Coast Steel Corporation

SUBSIDIARY OF BETHLEHEM STEEL CORPORATION

Seattle, Wash.

March 15, 1932.

IN REPLY REFER TO

Oregon State Highway Department,

Salem, Oregon.

Gentlemen:

We are furnishing materials to Mr. J. K. Holt of Florence, Oregon, for use in the construction of the Cape Creek Bridge, near Florence.

Please advise when completion and formal acceptance of this job may be expected.

Yours truly,

PACIFIC COAST STEEL CORPORATION

By L. G. Knight

L. G. Knight
Plant Cashier

- March 15, 1931 -

9310

SOULE STEEL COMPANY

IRON AND STEEL PRODUCTS

pp 144 M

February 15, 1932

Soule' Steel Company,
1750 Army Street,
San Francisco, California.

Attention: M. O. Miller, Treas.

Gentlemen:

Receipt is acknowledged of your letter of February 10th in which you make inquiry concerning the Blackmans Construction Company contract No, 1304 for the construction of the extension to the Cape Creek Bridge on the Oregon Coast Highway in Lane County.

Please be advised that this contract is complete except for a few days work which have been held up on account of weather conditions. It is expected that the work on the contract will be accepted sometime this month.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

RECEIVED
FEB 12 1932
OREGON
STATE HIGHWAY COMMISSION

#1314

TELEPHONE
VALENCIA 4141

SOULÉ STEEL COMPANY

IRON AND STEEL PRODUCTS

1750 ARMY STREET, SAN FRANCISCO

Feb. 10,
1 9 3 2

Oregon Highway Commission,
Salem, Ore.

Dear Sirs,

Will you kindly advise us whether or not your Department has accepted the work of the Clackamas Construction Company in connection with the Cape Creek Bridge near Cushman in Lane County, on which we supplied the reinforcing steel.

Thanking you for your reply in this matter, we are,

Yours very truly,
SOULE' STEEL COMPANY.

N O Miller
Treasurer.

NOM:er
cc- Portland Office.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.

January 9, 1932 PTP 144 H

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. Probert

Dear Sir:

In connection with additions to Cape Creek Bridge, Oregon Federal Aid Project No. 144-H, it is noted that the proposed extensions of the bridge work at the south end of the structure extend beyond the official end of the project as provided in the project agreement, and also on the title sheet of the plans.

If it is intended that the additions are to come under Federal Aid, the change in the terminus should be requested by you. Such change can be approved by the Chief of Bureau under Regulation 6, Section 10, and will not require a modification as additional Federal Aid will not be required. This we understand to be the case, as our information is to the effect that with the additions now proposed, there will be, considering both contracts, a small net underrun in Federal Aid quantities.

If the quantities involved in the additions and revisions are to participate in Federal Aid as contingencies to be included in the final voucher, it is requested that when that voucher is submitted, it show by separate table of quantities the various unit price quantities for each of the additional units on this structure. If it is not intended to claim Federal Aid on these quantities, it will be necessary that they be listed separately on your final estimate to both contractors. If you should desire to include these quantities in the body of intermediate vouchers, a substitute estimate for auditing vouchers should be prepared and submitted. The customary six copies will be required.

The principal units involved in this are the encasement of the columns and original struts at the north end of the project, the additional struts "M" at the north end of the project, the retaining wall back of Pier 1, the additional strut "T" at the south end of the project, additional handrail, curb and beams at the south end of the project, together with additional bridge deck beyond original project and connecting to tunnel paving.

The tunnel portals will, of course, be exempted from Federal Aid participation.

It is assumed that the provision for drainage at the south end of the structure is being put in under separate agreement, inasmuch as the original contract did not include these items. If these drainage items are to be included in Federal Aid participation, it will be necessary to have the customary three copies of the supplemental agreement with the contractor. The same is true of any other supplemental agreements drawn in connection with this project, such, for example, as may be necessary in connection with the change in type of columns shown on Drawing 4297.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
Sr. Highway Engineer

Phone Conference
is necessary
Project
Engineering
Supervising
bridge to
Plans

January 9, 1952

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. Probert

Dear Sir:

In connection with additions to Cape Creek Bridge, Oregon Federal Aid Project No. 144-H, it is noted that the proposed extensions of the bridge work at the south end of the structure extend beyond the official end of the project as provided in the project agreement, and also on the title sheet of the plans.

If it is intended that the additions are to come under Federal Aid, the change in the terminus should be requested by you. Such change can be approved by the Chief of Bureau under Regulation 6, Section 10, and will not require a modification as additional Federal Aid will not be required. This we understand to be the case, as our information is to the effect that with the additions now proposed, there will be, considering both contracts, a small net underrun in Federal Aid quantities.

If the quantities involved in the additions and revisions are to participate in Federal Aid as contingencies to be included in the final voucher, it is requested that when that voucher is submitted, it show by separate table of quantities the various unit price quantities for each of the additional units on this structure. If it is not intended to claim Federal Aid on these quantities, it will be necessary that they be listed separately on your final estimate to both contractors. If you should desire to include these quantities in the body of intermediate vouchers, a substitute estimate for auditing vouchers should be prepared and submitted. The customary six copies will be required.

The principal units involved in this are the encasement of the columns and original struts at the north end of the project, the additional struts "H" at the north end of the project, the retaining wall back of Pier 1, the additional strut "T" at the south end of the project, additional handrail, curb and beams at the south end of the project, together with additional bridge deck beyond original project and connecting to tunnel paving.

The tunnel portals will, of course, be exempted from Federal Aid participation.

It is assumed that the provision for drainage at the south end of the structure is being put in under separate agreement, inasmuch as the original contract did not include these items. If these drainage items are to be included in Federal Aid participation, it will be necessary to have the customary three copies of the supplemental agreement with the contractor. The same is true of any other supplemental agreements drawn in connection with this project, such, for example, as may be necessary in connection with the change in type of columns shown on Drawing 4297.

Very truly yours,

W. H. LYNCH
District Engineer

By
J. A. Elliott
Sr. Highway Engineer

#1282

PR 144 H

December 2, 1931

Willamette Equipment Co.,
Route 7, Box 1209,
Portland, Oregon.

Attention of Mr. C. W. Holvagen, Manager

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 30th ult., in which you advise us of your claim against Freeman & Co., who, it appears, subcontracted certain work under John K. Holt in connection with his contract with the State of Oregon for the construction of the bridge over Cape Creek on the Oregon Coast Highway in Lane County, and also under the Clackamas Construction Company to whom the State Highway Commission awarded a contract for an extension to this particular bridge.

You will appreciate that we have had no dealings whatever with Mr. Freeman, or Freeman & Co., in connection with either of the above mentioned contracts as we hold the original contractor responsible for the satisfactory completion of the project awarded to him, including the settlement of all claims incurred against the project, whether incurred by the original contractor, or by subcontractors or agents. We have no knowledge of the agreements made by Freeman & Co., with John K. Holt, or the Clackamas Construction Co., and we consider that matters of this kind do not directly concern us.

In connection with all state highway contracts, the successful bidder is required to furnish the State with a surety bond for the protection of claims incurred against the project. Both of the above mentioned contractors furnished bonds to the State. Mr. Holt's bond was written by the Hartford Accident & Indemnity Co., for which Jewett, Barton & Leavy are local agents, with offices in the Lewis Building, Portland. The bond furnished by Clackamas Construction Company was written by U. S. Fidelity &

Willamette Equipment Co.,

Guaranty Company for which C. O. Price is Manager, with offices in the Porter Building, Portland, Oregon. These bonds are furnished for the benefit of claimants and we, therefore, offer them to you for the protection of claims, and suggest that you take the matter up with the representatives of the bonding companies. Should you secure no satisfaction by so doing, then you still have recourse to action in the courts, and as a further protection should file notices of claims with the Secretary of State in accordance with the provisions of Chapter 280 of the laws of Oregon for 1931, a mimeographed copy of which is enclosed.

Warrants, covering final payments, are not released by this Department until the contractor signs an affidavit to the effect that all outstanding claims against the project have been paid. We will require this to be done in connection with each of the above named contracts.

In conformance with the usual practice, notification is today being given to the contractors and the sureties appearing on their bonds that your claims have been filed against them.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

December 2, 1931

Hartford Accident & Indemnity Co.,
Jewett, Barton & Leavy, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of letter received today from Willamette Equipment Co., of Portland, regarding its claim against John K. Holt for rental on equipment used in connection with the contract awarded to him by the State Highway Commission for the construction of a bridge over Cape Creek on the Oregon Coast Highway in Lane County, State Highway Contract No. 1282.

This notice is sent you as you are the surety on Mr. Holt's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC John K. Holt,
1920 N. 4th St.,
Salem, Oregon

#1304

December 2, 1931

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith is copy of letter received today from Willamette Equipment Co., of Portland, regarding its claim against Clackamas Construction Company for rental on equipment used in connection with the contract awarded to them by the State Highway Commission for the construction of an extension to Cape Creek Bridge on the Oregon Coast Highway in Lane County, State Highway Contract No. 1304.

This notice is sent you as you are the surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Clackamas Construction Co.,
Oregon City, Oregon

6127–ROCKY BUTTE YARDS ATWATER 8297–FOOT OF CURRY ST.

WILLAMETTE EQUIPMENT CO.
LOGGERS' AND CONTRACTORS' EQUIPMENT
ROUTE 7, BOX 1209
PORTLAND, OREGON

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

November, 30, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

We wish to file notice with you that we have certain equipment upon the Tide Creek Bridge Contract near Florence, Oregon, under contract to John K. Holt and Clackamas Construction Co. --none of which has ever been paid for. Part of this equipment was rented and part sold to one Ed. Freeman known as Freeman & Co.

We understand that the Clackamas Construction Co. took over this equipment on October, 1st. and operated the plant to get out materials for the Holt Contract.

We interviewed both Holt and R.G. Barnes(of the Clackamas Construction Co.) on October, 14th. at which time Mr. Barnes requested that we submit to him in writing an accounting of the indebtedness of Freeman to us. This we did. He also made statements indicating that he would consider the purchase of certain parts of this equipment and the return to us at Portland of the rented equipment. But to this date Barnes has made no reply to our several letters nor indicated in any other way any intention of making any settlement on the account. We do understand that He has purchased from the Clyde Equip. Co. the jaw crusher, shaker screen and power plant that was in use on the Freeman plant.

In as much as practically the entire balance of the plant was obtained from or through us and was used after October, 1st. by Clackamas Construction Co. to complete furnishing of materials for the John K. Holt job, that these gentlemen cannot claim that all bills are paid by them at the conclusion of this job unless our claims are met in full before settlement.

The rented equipment consists in part of the following:-

1001 ln.ft. 25# quarry rails with fish plates and spikes.
1-1 Cu. Yd. Wood body quarry car.
1-Single Drum Munday Builders Hoist
1-3½" Advance centrifugal pump with fittings.
497-Ln.Ft. 3" Black pipe , with numerous fittings.

It was our understanding that thie above equipment would be returned to us at Portland upon the completuon of this contract.

Our account vs. Freeman & Co. as of October, 1st, was:-

Plant parts, pulleys, belting, tools, sprockets , etc.----	$162.18
Adjusted rentals ----	144.12
Bill of Pump, pipe and fittings to Clackamas Construction Co. at request of R.G. Barnes----------	189.44
Total	$495.74

Nothing has ever been paid us in settlement of the above account, as of Oct. 1st., 1931. The above total represents the standing of this account as of Oct. 1st. provideds the rails, quarry car, hoist etc. would have been returned to us.

Will you kindly advise of any further action we might take to protect this account as certainly no claim that all bills have been paid by the contractors could be true unless the above account is paid us by the successors to Freeman & Co.

Very truly, Willamette Equipment Co.
by C. W. Sullivagan, Mgr.

ANSWERED
H. B. G.

Form P. R. 2

EMERGENCY
FEDERAL AID

State Oregon
Project No. [illegible], Section H

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of July, 1931

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of October, 1928, a project statement, which was approved by the Secretary on the 14th day of January, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section F of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 2nd day of April 1931, and approved by the Secretary on the 17th day of August, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of ninety-five thousand, twenty-three and 82/100

Section F of

dollars ($ 95,023.82) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5818

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $78,190.98, which may be provided in whole or in part from the
(Include amount, date, and citation of
State's apportionment of "Advance Funds" under the Emergency Act of December 20,
act of legislature by which authorized)
1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such
"Advance Funds" shall be met from State funds available for expenditure by the
*(b) [redacted]
(Include amount, date, and citation of statute
Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------

(State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following [redacted] bridge [redacted] as described in detail in said surveys, plans, and specifications:

[redacted] Bridge across Cape Creek between survey stations 672+51.0 and 679+00
in the S.W.¼ of Sec. 34, T.16 S., R.12 W., W.M.,

terminal points, a distance of 0.123 miles, known locally as the Cape Creek Bridge on the Oregon Coast Highway, between Coos Bay and Bebo, Lane County, being Oregon Emergency Federal Aid Project No. 144, Section H, consisting of one bridge of more than 20 ft. clear span only.

CHARACT AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—3518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section II of said project shall not in any event exceed the sum of ninety-five thousand, twenty-three and 82/100 dollars ($ 95,023.82), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-three thousand, two hundred fourteen and 80/100 dollars ($ 173,214.80), the approved total estimated cost of Section II of said project.

S—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of

(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of

Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

STRICKEN OUT

terms hereof, to ----------

Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the

PAYMENTS

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ----------, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ----------

(Include reference to statute authorizing

---

funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN OUT

*(*b*) By the ----------, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ----------

(Include reference to statute authorizing

---

funds and probable amount annually available)

---

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ----------

---

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 17th day of August, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ----------
Chairman, State Highway Commission
(Title of officer)

By W. A. Hynman
Member, State Highway Commission
(Title of officer)

[SEAL] By C. H. Chandler
Member, State Highway Commission
(Title of officer)

By ----------

(Title of officer)

By ----------

(Title of officer)

[SEAL] Attest: C. W. Marvin
Acting Secretary of Agriculture.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~road between~~ bridge across Cape Creek between survey stations 672+51.0 and 679+00 in the S.W.¼ of Sec. 34, T.16 S., R.12 W., W.M.,

locally known as the Cape Creek Bridge on the Oregon Coast Highway, between Coos Bay and Hebo, Lane County, and designated in the records of this Department as Project No. 144.1/ Emergency Federal Aid Section H, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 173,214.80 as the total estimated cost of said project, and the sum of $ 95,023.82 as the share of the United States, payable under said acts on account of such project, which does not exceed the/ authorized Federal pro rata share Section H of ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 17th day of August, one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

Acting *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4270

PR 144-H

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

August 26, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The voucher submitted for Oregon Emergency Federal Aid Project number 144-H in the amount of $10,295.00 is in error.

The total amount of work done is shown as $29,400.00 on the Statement of Labor and Materials and on the face of the voucher. An error in addition has been made, the correct total being $29,440.00.

The voucher is being recommended for payment as submitted. Please correct this error when preparing the next voucher.

Very truly yours,

W. H. LYNCH
District Engineer.

Jso

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

July 10, 1931

Clackamas Construction Company
Tillamook, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of an extension to the Cape Creek Bridge on the Oregon Coast Highway in Lane County near Florence, Oregon.

Very truly yours
STATE HIGHWAY COMMISSION
By
Secretary

FW
Ins.

FORM S-S-1 P-50734 500 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

PR 1447K

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

July 7, 1931

NOTED
State Highway Engineer

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Mr. C. B. McCullough,
Bridge Engineer,
O f f i c e.

Dear Sir:

Plans for the Cape Creek bridge include a retaining wall at the southwest corner which is intended to permit the construction of an approach road leading out towards the end of the Devil's Elbow.

The use of such an approach road will constitute a serious hazard to traffic, and the construction of such an approach road will probably cause slides into Cape Creek, which will mar the hillside. At this time I wish to suggest that this retaining wall be not built.

It seems to me that the proper development for sight seeing would be a good trail leading from the north portal up over the outside end of the Devil's Elbow and down to the south portal. There will be a parking place provided at the north end of the bridge, and a considerably larger parking place provided at the loop near the lighthouse. Signs should be placed prohibiting parking near either end of the tunnel, or on the bridge. If parking is permitted near the ends of the tunnel, or approach roads are permitted to be constructed thereto, serious accidents are sure to occur.

Very truly yours,

E. A. Collier

E. A. Collier,
Division Engineer.

EAC:AJ

PR144N

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.

July 7, 1931

Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

A typographic error has been made on the voucher submitted for Oregon Emergency Federal Aid Project No. 144-H, covering the period from April 8, 1931, to June 10, 1931, in the amount of $8,643.00. The net amount claimed is shown as $8,643.10 on the face of the voucher. This should be $8,643.00.

We are recommending payment in the latter amount.

Very truly yours,

H. H. [illegible]
District Engineer

FORM S-P-1 S-107700 500 11-50

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
STATE OFFICE BUILDING
SALEM

June 10, 1931.

P B 144-H

Bureau of Public Roads,
Room 5000
Portland, Oregon.

Salem, Oregon, June 10, 1931.

Attention Mr. McMinn

Gentlemen:

We are sending herewith revised estimate for the Skye Creek Bridge, Emergency Project No. 144-H, as requested in your telephone conversation this morning.

You will note that in the special provisions of Mrs. Holt's contract, it was specified that certain portions of the structure would be paid for as Class "F" Concrete. It is our intention at the time these footings are cast to add sufficient cement to bring the strength up to that of Class "A" Concrete.

We trust that this will be satisfactory.

Very truly yours,

C. B. McCullough
Bridge Engineer

By

W. A. Moore
Office Engineer

WAR:AP

Enclosure

CC Mr. J. W. Nash

Oregon State Highway Department — Emergency Project No. 144-E.

CAPE CREEK BRIDGE ON THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 10, 1931.

Work to be done

Cape Creek Bridge

2,250	cu. yds.	Excavation	$5.00	$10,250.00
200	" "	Excavation below plane	5.00	000.00
7,700	lin. ft.	Untreated Foundation Piling	0.60	4,620.00
180	cu. yds.	Seal Concrete	18.00	3,240.00
400	" "	Class "B" Concrete	20.00	8,000.00
1,600	" "	Class "A" Concrete	26.00	41,600.00
400	" "	Class "D" Concrete	22.00	8,800.00
297,000	pounds	Metal Reinforcement	0.045	13,365.00
900	lin. ft.	Concrete Handrail	3.50	3,150.00
		Sub-total		$107,815.00
		10% Engr. & Cont.		10,781.50
		Total		$118,596.50

Cape Creek Bridge Extension

350	cu. yds.	Excavation	$4.00	$1,200.00
50	" "	Excavation below plane	6.00	300.00
1,110	lin. ft.	Foundation Piling	0.50	555.00
940	cu. yds.	Class "A" Concrete	29.00	27,260.00
205	" "	Class "D" Concrete	28.00	5,740.00
210,000	pounds	Metal Reinforcement	0.05	10,500.00
444	lin. ft.	Concrete Handrail	4.50	1,998.00
		Sub-total		$48,553.00
		10% Engr. & Cont.		4,855.50
		Total		$54,612.50

Total length of Structure, 649 feet — 1.229 Miles

Estimated percentage of work to be completed on September 1, 1931: --

Cape Creek Bridge	65%
Cape Creek Bridge Extension	80%

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Work to be done prior to Sept. 1, 1951.	$104,996.87	$52,198.43	(50%)	$52,198.44	- -
Work to be done after Sept. 1, 1951.	[illegible]	[illegible]	(50.00%)	- -	[illegible]
	$178,814.00	$96,000.00		$52,198.44	[illegible]

State funds for Construction: Chapter 176, Laws 1919; Chapter 32, Laws 1933.

State funds for Maintenance: Chapter 41, Laws 1937.

PRINT.

June 6, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Cape Creek Bridge, Emergency Project No. 144-E.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/MC

Encl.

COPY

Salem, Oregon
June 2, 1931.

The original contract for the bridge over Cape Creek, Oregon Emergency Federal Aid Project No. 144-H, contemplated a structure, the concrete portion of which extended to Engineer's Station 677+00.

Subsequent to the award of this contract, it was decided to lengthen the structure to Engineer's Station 679+00. This lengthening of the structure was made the subject matter of a separate contract (Oregon Emergency Federal Aid Project No. 144-H) which contract was awarded under date of May 14, 1931, to the Clackamas Construction Company.

In order to work out suitable details for the joining of the old and new structure, it was necessary to cut back the original contract to Engineer's Station 676/80, eliminating 20 feet of the concrete deck.

It is understood that this change was necessary in order to work out suitable details, and the same is satisfactory to the undersigned.

(signed) John K. Holt

Oregon State Highway Department — Emergency Project No. 144-E.

CAPE CREEK BRIDGE ON THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 26, 1931.

Cape Creek Bridge

2,200	cu. yds.	Excavation	$9.00	$19,800.00
200	" "	Excavation below plans	5.00	000.00
7,700	lin. ft.	Untreated Foundation Piling	0.[illegible]	4,[illegible]
100	cu. yds.	Seal Concrete	18.00	1,800.00
[illegible]	[illegible]	Class "A" Concrete	30.00	44,[illegible]
400	" "	Class "B" Concrete	[illegible]	8,000.00
[illegible]	pounds	Metal Reinforcement	0.045	15,165.00
900	lin. ft.	Concrete Handrail	5.50	5,150.50
		Sub-total		$99,815.00
		10% Engr. & Cont.		[illegible]
		Total		$109,796.50

Cape Creek Bridge Extension

550	cu. yds.	Excavation	$6.00	$ 3,300.00
50	" "	Excavation below plans	6.00	300.00
1,110	lin. ft.	Foundation Piling	0.50	555.00
960	cu. yds.	Class "A" Concrete	29.00	27,840.00
208	" "	Class "B" Concrete	28.00	5,740.00
210,000	lbs.	Metal Reinforcement	0.05	10,500.00
444	lin. ft.	Concrete Handrail	4.50	[illegible]
		Sub-total		$49,685.00
		10% Engr. & Cont.		[illegible]
		Total		$54,618.50

Total length of Structure, 649 feet — 1.229 Miles

Estimated percentage of work to be completed on September 1, 1931: —

Cape Creek Bridge 60%
" " " Extension 80%

REMARK

Item	Total Cost	Federal Aid	Increase Advance Funds	Cash Funds
Work to be done prior to Sept. 1, 1951	$90,676.87	$48,320.45 (50%)	$48,320.44	- -
Work to be done After Sept. 1, 1951	$68,737.93	$42,526.71 (61.85%)	- -	$26,211.22
	$159,414.80	$90,847.16	$48,320.44	$26,211.22

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

PR, 144.

May 15, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project 144-E, the Cape Creek Bridge extension, the bids for which were received May 14, 1931.

This is to confirm our verbal prior concurrence in the award of the contract to the Clackamas Construction Company, Tillamook, Oregon who submitted the low bid of $49,653.00.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
MAY 18 1931
OREGON
STATE HIGHWAY COMMISSION

144 H

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 14, 1931

To Pu - 144 - H

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending for approval plans, specifications and estimate covering Oregon Emergency Federal Aid Project No. 144-H, the Cape Creek Bridge extension.

It is noted that the contract for this extension overlaps the present contract 20'. This will necessitate a supplemental agreement with the contractor for this reduction.

Your attention is called to a discrepancy in the estimate dated May 8. The last three items in the estimate will be eliminated now that permanent construction is provided. The estimate for the original contract should be reduced on account of the reduction in contract noted above.

These items may be changed when the estimate is furnished as a basis of project agreement.

Very truly yours,

W. H. LYNCH
District Engineer

Iron

P.P. - 14474

May 8, 1941.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of Estimate to accompany the revised plans for the Cape Creek Bridge, Reconstruction Project No. 144-A.

Five blueprint copies of the Title Sheet for the plans which have been sent to you by our Bridge Department, are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MC

Encl.

Oregon State Highway Department — Emergency Project No. 114-B.

CAPE CREEK BRIDGE ON THE

OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate to accompany revised plans. Not as basis for project agreement.)

Salem, Oregon, May 8, 1951.

Cape Creek Bridge (Contract Prices)

5,280	cu. yds.	Excavation	$2.00	$10,560.00
200	" "	" below plans	3.00	600.00
7,730	lin. ft.	Untreated Foundation Piling	0.80	6,180.00
180	cu. yds.	Seal Concrete	18.00	3,240.00
400	" "	Class "B" Concrete	20.00	8,000.00
1,625	" "	Class "A" Concrete	28.00	45,500.00
420	" "	Class "D" Concrete	22.00	9,240.00
345,000	poundo	Metal Reinforcement	0.045	15,525.00
960	lin. ft.	Concrete Handrail	5.00	5,000.00
5,000	" "	Creosoted Piling	0.75	3,750.00
6	M-BM	" Lumber	68.00	410.00
20	"	Untreated "	24.00	480.00
				$112,500.00

Cape Creek Bridge Extension (Estimated Prices)

580	cu. yds.	Excavation	$3.00	$ 1,650.00
50	" "	" below plans	5.00	250.00
1,110	lin. ft.	Foundation Piling	0.80	888.00
940	cu. yds.	Class "A" Concrete	28.00	26,320.00
205	" "	Class "D" Concrete	22.00	4,510.00
210,000	poundo	Metal Reinforcement	0.045	9,450.00
444	lin. ft.	Concrete Handrail	3.50	1,554.00
				$ 44,600.00
		Sub-total		$156,985.00
		10% Engr. & Cont.		15,699.50
		Total		$172,684.50

Total length of structure, 649 feet — 1.229 miles

Estimated percentage of work to be completed on Sept. 1, 1951:

Cape Creek Bridge — 65%

" " " Extension, 80%.

Item	Actual Cost	Estimated Cost	Increase Decrease	Cost
Work to be done prior to Sept. 1, 1931.	$104,888.42	$88,488.71 (est)	$88,488.71	$ - - -
Work to be done after Sept. 1, 1931.	[illegible]	[illegible] (est.)	- - -	[illegible]
	$[illegible]	$[illegible]	$[illegible]	$[illegible]

Salem, Oregon
April 27, 1931.

file

Mr. Roy A. Klein,
State Highway Engineer
O f f i c e .

Dear Sir:

In connection with the contract for the Cape Creek Bridge, Oregon Federal Aid Project No. 144-H, it appears necessary and desirable to consider a rather comprehensive modification of the general plans.

The history of the project is briefly as follows: The bridge is located immediately north of a tunnel section which is under contract by the Bureau of Public Roads, The original bridge project contemplated a structure from a point immediately north of this tunnel (Engineer's Station 672+51) to approximately Engineer's Station 679. However, in the course of our negotiations with the Federal Bureau it developed that a considerable amount of excavated material south of the tunnel section would need to be hauled through the tunnel and across the bridge to be wasted as embankment at the north approach.

At the time it appeared that there were several reasons why this material could not be wasted south of the tunnel, and in order to fit our project with the Federal project, the bridge structure was cut back to Station 677+65.

The placement of a fill as high as this immediately adjacent to a concrete viaduct presented some very unusual difficulties. Our original contract was in the amount of $116,980, and contemplated the placement of creosoted timber towers as a support for the north end of the super-structure, and the omission of 65 lineal feet of concrete viaduct at this time, this latter portion of the structure to be placed at a later date. Subsequent to the award of contract, the Bureau of Public Roads raised considerable objection to the omission of any portion of the structure at this time, and also expressed a preference for hollow concrete towers in place of creosoted timber construction which we originally contemplated.

Pursuant to conference with the Bureau, a price agreement was entered into with Mr. J. K. Holt, (who has the contract for the original structure) covering the modification of supports and the additional super-structure left out of the original contract. This additional work increased the total cost of the project $18,550, or to a total of $135,530.00.

I am attaching herewith a communication from the Bureau of Public Roads from which it now appears that they have abandoned the idea of hauling excavated material through the tunnel for the north approach fill, and prefer to waste this material at the site. You will note that they recommend that the bridge be lengthened to Station 679, as originally contemplated, and this office is in complete accord with this recommendation for the following reasons:

1. The lengthened structure will permit an earlier use of the highway.

2. The lengthened structure will present a much more desirable appearance.

3. The lengthened structure will eliminate the uncertainty as regards the placement of such a high fill on movable sub-strata. In this connection, I might say that the construction of concrete towers presents many complications and the geological formation is such as to indicate the possibility of lateral movement at the base of this fill which might be of such magnitude as to cause a great deal of trouble in maintaining the structure.

4. The lengthened bridge will eliminate a very heavy item of maintenance expense caused by shrinkage and settlement of the fill.

5. The lengthened bridge will be more economical in the long run, as will be seen from the following comparison.

Scheme "A": (North Approach Fill Embankment)

Original contract	$ 116,980.00
Additional cost of 65 feet of viaduct approach and concrete towers, as per price agreement	18,550.00
Hauling and placing north approach embankment	15,000.00
Rip rap and bank protection (estimated)	5,000.00
	$ 155,530.00

Mr. Roy A. Klein, #3

Scheme "B":

Original contract	$ 116,980.00
Cost of Additional viaduct approach to Station 679	34,620.00
	$ 151,600.00

In view of the above facts, it is therefore my recommendation that the bridge be lengthened in accordance with the request of the Bureau of Public Roads, and that this work be let as a second and separate contract.

Very truly yours,

C. B. McCullough
Bridge Engineer

CBM:AP

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P
Y

UNITED STATES DEPARTMENT OF AGRICULTURE

Bureau of Public Roads

District No. 1

Post Office Building,
Portland, Oregon.

April 22, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Oregon F.A.P. No. 144-H

Dear Sir:

Confirming Mr. McMinn's conversation with you and Mr. McCullough, regarding the lengthening of the Cape Creek Bridge and omission of the fill:

According to your estimate and basing the cost of fill at 10 cts. per yard, the cost of constructing the bridge to Sta. 679 will be approximately $5,500.00 more than the cost with permanent construction to Sta. 677+65 and fill.

Even with the increased cost, we much prefer that the bridge be lengthened, thus eliminating that fill material which has to be hauled from the south through the tunnel. If this is eliminated, we can proceed with the grading south of the tunnel and all of the grading on the road may be completed by the time the bridge is complete, March 1, 1932. Then we would be in a position to surface the road in the summer of 1932.

It is our opinion that the 90' fill cannot be placed until the dry season. Considerable work will be involved, using a tractor and scraper in compacting and spreading the 90' fill in order to prevent high pressure against the structure. As a large percentage of the material is clay, it would be impossible to do such work in the wet season following March 1. If it is done in the summer the surfacing would have to be deferred until another season.

The elimination of the 90' fill would also remove some of the risk and uncertainty regarding the design of the structure in such a high fill.

It is satisfactory to us to end the bridge at Sta. 679 since the fill north of that point will come from the north. We can, however, raise the grade and eliminate a portion of this fill which would reduce the cost of our grading as an offset to the increased cost of the bridge. It is probable that such a change would throw a concave vertical curve on the end of the bridge. A

study would have to be made of this if a change north of Sta. 679 is desired. We estimate the cost of this fill to be 40 cts. per cubic yard.

We are not taking any further action on this matter until additional borings have been made on the north approach.

Very truly yours,

(Sgd) W. H. Lynch,
District Engineer

PR:144H

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

April 2, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending for approval the plans, specifications and estimate covering Oregon Federal Aid Project No. 144-H, the Cape Creek Bridge on the Oregon Coast Highway.

This also confirms our verbal concurrence today in the award of contract to J. K. Holt, Salem, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

March 27, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate covering
ing plans for the Sage Creek Bridge, Emergency Project No. 144(A).
Five blueprint copies of the title sheet for the plans of this
project are being sent under separate cover.

Very truly yours,

KEY A. ELLIS,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Note by J. H. Nash/HH .

enclo.

Oregon State Highway Department — Emergency Project No. 144-E

[illegible]

[illegible]

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, March 27, 1931. (April 1)

2,200 cu. yds.	Excavation	$ 4.00	$ 8,800.00	
300 cu. yds.	Excavation below plans	5.00	1,500.00	
7,700 lin. ft.	Untreated Foundation Piling	0.60	4,620.00	
100 cu. yds.	Seal Concrete	10.00	1,000.00	
400 cu. yds.	Class "F" Concrete	25.00	10,000.00	
1625 1,625 cu. yds.	Class "A" Concrete	30.00	~~48,000.00~~ 48,750.00	
488 cu. yds.	Class "P" Concrete	20.00	11,500.00	
345000 ~~300,000~~ lbs.	Metal Reinforcement	0.05	~~15,000.00~~ 17,250.00	
940 ~~1,070~~ lin. ft.	Concrete Handrail	5.00	~~5,350.00~~ 4,700.00	
5,000 lin. ft.	Creosoted Piling	1.00	5,000.00	
5 M.F.B.M.	Creosoted Lumber	100.00	500.00	
20 M.F.B.M.	Untreated Lumber	60.00	1,200.00	
	Sub-total		$124,720.00	116800.00
	10% Engr. & Cont.		11,672.00	11680.00
	Total		$137,392.00	128480.00

Length of Bridge 514 feet .097 miles
Estimated per cent complete Sept. 1, 1931 63%

REMARK

Item	Total Cost	Federal Aid	Emergency Advances Funds	State Funds
Work to be done prior to Sept. 1st, 1931	83,512.00 $66,761.28	41,756.00 $41,200.62 (50%)	41,756.00 $ 41,200.62	$ --
Work to be done after Sept. 1st, 1931.	44,968.00 ~~44,630.72~~	27,983.58 ~~27,711.02~~ (62.22%)	--	16984.42 ~~16,811.72~~
	$137,392.00	~~$69,112.64~~	$ 41,200.62	$ ~~16,811.72~~ 16,681.79
	128,480.00	69739.58	41,756.00	16984.42

CONTRACT #1285,
1291,

PR L42-E Buchard Cr.-Paradise Cr. 1931
Sec.
[redacted]
1285, 1291

July 18, 1932.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate on basis for modified agreement, covering the Burchard Creek-Paradise Creek Section, Project No. 143-E.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebarty,
Office Engineer.

Dict. by J. V. Nash/EL.

enc.

Oregon State Highway Department. Project No. 1[illegible]

[illegible]

[illegible]

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, July 16, 1932.

[illegible]

Roadway:

Final Estimate	$ 70,490.14
Engineering and Contingencies	2,511.37
Total Cost.....	$ 73,001.51
Cost on which Federal Aid was Computed	$ 73,001.51
Federal Aid Paid	36,500.75
Emergency Advance Funds Paid	36,500.76

Heathcoke Creek Bridge:

Final Estimate	$ 11,627.36
Engineering and Contingencies	Or. 53.45
Total Cost.....	$ 11,573.81
Cost on which Federal Aid was Computed	$ 11,573.81
Federal Aid Paid	5,786.90
Emergency Advance Funds Paid	5,786.91

Length of Roadway		5.957 miles
" " One Bridge	154.0 ft.	.029 "
" " Project		5.986 "
Cost per mile, Roadway		$ 12,254.74
Federal Aid Paid per mile, Roadway		$ 6,127.37

[illegible]

Earth Excavation:

All Required		Clearing and Grubbing		$ 108.38
10,400	cu. yds.	Excavation, Single Classif.	$ 0.22	2,288.00
7,000	yd. sta.	Overhaul	0.02	140.00
3,300	" "	Truck Haul	0.12	396.00

100	Lin. Ft.	12" Concrete Pipe	$1.00	$	100.00
50	" "	18" " "	2.20		110.00
300	" "	9" Perforated Galv. Iron Pipe	0.75		225.00
800	" "	8" Vitrous Drain Tile	0.32		256.00
60	Cu. yds.	Gravel Backfill for Drains	1.00		60.00
13,000	" "	Screened Gravel Surfacing	0.60		7,800.00
500	" "	Filler	0.20		110.00
550	yds. sq.	Sealing Filler	0.15		82.50
					$11,083.50

Cost per mile, new work,- $1,860.26

Federal Aid allowable on new work,-
$18,669.00 - $6,127.37 = $12,541.63

REMARK

Item	Total Cost	Federal Aid Funds	Necessary Advance Funds	State Funds
Roadway:				
New Work	$11,083.50	$ 6,896.06	$ - - -	$4,185.52
Old Work	73,000.51	36,500.75	36,500.76	- - - -
	$84,083.09	$43,396.81	$36,500.76	$4,185.52
Bridges:				
Old Work	$11,573.81	5,786.90	5,786.91	- -
Totals,(All Work)	$95,656.90	$49,183.71	$42,287.67	$4,185.52

State funds for construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920.

" " " maintenance: Chap. 41, Laws 1927.

142-B

June 16, 1932.

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans and five bid proposals for each of the following projects:

Proj. No. 142-C - Scottsburg-Burchard Creek Section
Proj. No. 142-E - Burchard Creek-Paradise Creek Section
Proj. No. 137-A - Kilchis River-Tillamook Section
Proj. No. 170-A - Adams-Milton Section

Five blueprint copies of Sheet No. 2 of the plans for Project No. 142-C and for Project No. 142-E are being sent under separate cover. These sheets, Nos. 2, for the plans for each of these projects have been revised to show the typical surfacing section. We are likewise sending two blueprint copies of the plans for the Adams-Milton Section, Project No. 170-A, and five blueprint copies of Sheet 2-A of the plans for the Kilchis River-Tillamook Section, which sheet shows the typical paving details.

The additional sets of plans required for the Adams-Milton Section will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/ER.
encl.

Oregon State Highway Department — Project No. 14[illegible]E (Temp)

REDCHUTE CREEK--PARADISE CREEK SECTION
OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY
(Relocate accompanying gravel surfacing specifications No[illegible] on Basis for modified agreement.)

Salem, Oregon, June 16, 1932.

STATEMENT OF COMPLETED WORK

Roadway:

Final Estimate	$ 70,498.14
Engineering and Contingencies	2,511.37
Total Cost	$ 73,009.51
Cost on which Federal Aid was Computed	$ 73,009.51
Federal Aid Paid	36,500.76
Emergency Advance Funds Paid	36,500.76

Weatherly Creek Bridge:

Final Estimate	$ 11,627.26
Engineering and Contingencies	Cr 55.65
Total Cost	$ 11,571.61
Cost on which Federal Aid was Computed	$ 11,573.61
Federal Aid Paid	5,786.80
Emergency Advance Funds Paid	5,786.81

Length of Roadway	5.957	Miles
" " One Bridge 154.0 Ft.	.029	"
" " Project	5.986	"
Cost per mile, Roadway		$ 12,254.74
Federal Aid Paid per mile, Roadway		6,127.37

(A)

NEW WORK - ROADWAY

Gravel Surfacing:

All Required	Clearing and Grubbing			$ 120.00
10,400 Cu. Yds.	Excavation Single Classification	.25		2,600.00
7,000 Yd.Sta.	Overhead	.02		140.00
5,200 Yd.Mi.	Truck Haul	.20		660.00
100 Lin.Ft.	12" Concrete Pipe	1.50		150.00
50 " "	18" " "	2.50		125.00
300 " "	8" Perforated Corr.Iron Pipe	.90		270.00
300 " "	8" Porous Drain Tile	.40		120.00
60 Cu. Yd.	Gravel Backfill in Drains	.50		30.00
12,000 " "	Screened Gravel Surfacing	.90		10,800.00
550 Cu. Yd.	Filler	.30		165.00
550 Yd Mi	Hauling Filler	.15		82.50
				$15,482.50
		10% Eng. & Cont.		1,548.25
		Total		$17,030.75

Cost per Mile, New Work $ 2,855.25

Federal Aid allowable on new work -

$ 18,668.00 - $ 6,127.37 = $12,541.63

Federal Aid Requested on new work -

62.23% of $17,030.75 $ 10,594.54

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
Roadway :				
New Work	$ 17,030.75	$ 10,594.54	———	$ 6,424.21
Old Work	73,001.51	36,500.75	$36,500.76	———
Totals	$ 90,010.26	$ 47,095.29	$36,500.76	$ 6,424.21
Bridge :				
Old Work	$ 11,573.81	$ 5,786.90	$ 5,786.91	———
Totals (All Work)	$101,584.07	$ 52,872.19	$42,287.67	$ 6,424.21

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 23, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
JUN 25 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Documents for the reopening of Oregon F.A.P. No. 142-E, Burchard Creek-Paradise Creek section of the Umpqua Highway, were forwarded on June 21, 1932, with our recommendation for approval.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

1241

PR142E

March 23, 1932

United States Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We have received a notice of claim from The J. A. Dunn Powder Company, in the sum of $450.00, against Elliott and Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County. Said claim is for explosives and explosive supplies furnished to the contractors in connection with the above described project.

This notification is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Elliott & Kidd
Eugene, Oregon

To the Oregon State Highway Commission

State of Oregon)
) ss
County of Multnomah)

I, J. A. Penn, being first duly sworn de ose and say; that I am a sole trader doing business under the assumed business name and style of The J. A. Penn Powder Company; that between the 22nd day of May, 1931, and the 3rd day of June 1931, inclusive, I sold and delivered to W. C. Elliott and W. O. Kidd, at said parties instance and request, certain goods, wares and merchandise, to wit:- Explosives and Explosive Supplies, an itemized statement for which is hereto attached and made a part hereof, and for which there is still due owing and unpaid the agreed and principal sum of $450.00, with interest thereon at the rate of 6% per annum from the 23d day of June, 1931, until paid.

That said materials were purchased for and used upon Oregon State Highway Commission Contract #1291, project #1371, known as the east and west units of the Burchard-Creek-Paradise Creek Section of the Umpqua Highway in Douglas County; that said contract was completed and accepted on the 1st day of October, 1931; and, lastly that the aforesaid W. C. Elliott and W. O. Kidd, were the original contractors thereon.

Based upon the aforesaid facts I desire a certified copy of the original contract and its accompanying bond.

Dated this 12th day of March 1932.

J. A. Penn.

Subscribed and sworn to before me this 12th day of March, 1932.

Earl M. Packwood
Notary Public for Oregon.
My Com. expires Nov. 22, 1932.

A certified copy of the contract was handed to Mr. Packwood in person

Roseburg, Grants Pass, Medford
Ashland, Jacksonville, Reedsport
Marshfield, Bandon, Coquille

J. A. DENN POWDER COMPANY

GIANT

EXPLOSIVES

DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Oregon

Elliott and Kidd-
Elkton, Oregon.

May 22- 1931				
	300# Red Stumping $12.80		$38.40	
	500 ea. 6X Caps $16.25		8.13	
	1000ft. Black Sequoia	$7.95	7.95	
	500# 40% Extra $13.20		66.50	120.98
June 6-				
	1000 6X Caps			16.25
June 16-				
	250# Red stumping		32.00	
	1000ft. Black Sequoia Fuse		7.95	
	500 6X Caps		8.13	48.08
June 23-				
	4½# Duplex leadwire 60¢		2.70	
	1 spool connecting wire		.60	
	50-6ft. Electrics 8.85		4.43	
	50-8ft. " 9.70		4.85	
	50-12ft. " 11.40		5.70	18.28
June 29-				
	50-8ft. Electrics 9.70		4.85	
	50-12ft. " 11.40		5.70	
	50-20ft. " 14.80		7.40	17.95
July 2-				
	2000# 40% Extra $13.30			266.00
July 2-				
	250-8ft. Electrics $9.70		24.25	
	50-10ft. " 10.55		5.28	
	100-16ft. " 13.10		13.10	
	25-20ft. " 14.80		3.70	46.33
July 15-				
	1250# 40% Extra $13.30		166.25	
	1000ft. Bear Fuse		8.20	174.45
July 22-				
	150-6ft. Electrics $8.85		13.28	
	150- 8 " 9.70		14.55	27.83
Aug. 17-				
	200-6X Caps		3.25	
	500ft. Black Sequoia Fuse		3.98	7.23
June 23-				
	500 6X Caps By credit			8.13
Dec. 7-				
	By cash			285.25
			743.38	293.38
			293.38	
			450.00	

#1291

pp 1423

March 17, 1938

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We acknowledge receipt of your letter of March 15, enclosing certified copies of notice of claim filed by Fred Peckwood, Attorney, for J. A. Dunn against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the East and West Units of the Barnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County; said claim being in the sum of $450.00.

As suggested by you, we are today mailing copies of notice to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

March 17, 1932

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed with the Secretary of State by Fred Packwood, Portland attorney, for S. A. Dunn against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Said claim is in the sum of $450.00 and is for explosives and explosive supplies furnished to the contractors in connection with the above mentioned work.

This information is given you as you appear as surety on the bond of these contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Elliott & Kidd
Willamette St.
Eugene, Ore.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 17 1932
COMMISSION

March 15, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Fred Packwood, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by J. A. Denn for materials furnished in the sum of $450.00, together with interest thereon at 6% from June 23, 1931, against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway contract No. 1291, project No. 1371.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

United States of America
STATE OF OREGON

MATERIALMAN'S CLAIM

Project No. 1361.....Contract No. 1291.

To the State of Oregon and the Secretary of State:
Notice is hereby given that the undersigned, J. A. Denn, has a claim for materials furnished, to wit: Explosives and Explosive Supplies, an itemized statement of which is attached hereto and made a part hereof, in the sum of $450.00, together with interest thereon at 6% per annum from the 25th day of June, 1951 until paid, against the bond of W. C. Elliott and W. P. Kidd, a partnership, as principal, and the U. S. Fidelity & Guaranty Co. surety, for the work designated as Project #1371, Contract #1291, and known as the east and west units of theBurchard-Creek-Paradise Creek Section of the Umpqua Highway, in Douglas County, located within the State of Oregon; Said materials were purchased for and used upon said contract by W. C. Elliott and W. P. Kidd, a partnership, and the aforesaid sum represents the unpaid balance therefor. Said contract was completed and accepted on the 1st day of October, 1951.

Dated this 15th day of March, 1952.

J. A. DENN

State of Oregon)
County of Multnomah) ss

I, J. A. Denn, being first duly sworn, depose and say that the aforesaid statement of claim is true as I verily believe.

J. A. DENN

Subscribed and sworn to this 15th day of March, 1952.
(SEAL)

FRED W. PACKWOOD
Notary Public for Oregon.
My Comm. expires Nov. 22, 1952.

* * * * * * * * * * * * * * * *

J. A. DENN POWDER COMPANY
Roseburg, Oregon

Elliott and Kidd-
Elkton, Oregon

May 22-1951				
	300# Red Stumping $12.80		$38.40	
	500 ea. 6X Caps $16.25		8.15	
	1000 ft. Black Sequoia $7.95		7.95	
	500# 40% Extra $13.20		66.50	120.98
June 6-	1000 6X Caps			16.25
June 16-	250# Red stumping		32.00	
	1000 ft. Black Sequoia Fuse		7.95	
	500 6X Caps		8.13	48.08
June 22-	4½# Duplex leadwire 60¢		2.70	
	1 spool connecting wire		.60	
	50-6 ft. Electrics 8.85		4.45	
	50-8 ft. " 9.70		4.85	
	50-12 ft. " 11.40		5.70	18.28
June 23-	50-8 ft. Electrics 9.70		4.85	
	50-12 ft. " 11.40		5.70	
	50-20 Ft. " 14.80		7.40	17.95
July 2-	2000# 40% Extra $13.30			266.00
July 2-	250-8 ft. Electrics $9.70		24.25	
	50-10 ft. " 10.55		5.28	
	100-16 ft. " 13.10		13.10	
	25-20 ft. " 14.80		3.70	46.33
July 15-	1250# 40% Extra $13.30		166.25	
	1000 ft. Bear Fuse		8.20	174.45
July 22-	150-6 ft. Electrics $8.85		13.28	
	150- 8 " 9.70		14.55	27.83
Aug. 17@	200-6X Caps		5.25	
	500 ft. Black Sequoia Fuse		5.98	7.23
June 25-	500 6X Caps by Credit			8.15
Dec. 7 -	By Cash			285.25
			$43.38-	293.38
			293.38	
			450.00	

Endorsed: File No. 2024
Filed March 15, 1952
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by J. A. Denn for materials furnished in the sum of $450.00, together with interest thereon at 6% per annum from June 23, 1931, against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway, State Highway contract No. 1291, with the original notice filed in the office of the Secretary of State on March 15, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of March, A. D. 1932.

Hal E. Hoss

Secretary of State

#1291

pp142 &

March 1, 1932

Mr. Custer E. Rees,
Attorney at Law,
First National Bank Bldg.,
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of February 27, enclosing affidavit of A. C. Haag, and requesting a certified copy of the Elliott & Kidd contract and bond.

Attached you will find a certified copy of the contract (and bond) that was awarded to Elliott & Kidd by the State Highway Commission for the grading of the East and West Units of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

March 1, 1932

U. S. Fidelity & Guaranty Company,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We have received information through Custer E. Goss, attorney of Salem, that Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Smith Rock-Paradise Creek Section of the Umpqua Highway, are indebted to A. C. Haag & Company, in the sum of $380.00, for one Jumbo scraper that was furnished to the contractors.

This information is transmitted to you as you appear as surety on the bond of Elliott & Kidd.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Elliott & Kidd
1272 Willamette St.
Eugene, Ore.

CUSTER E. ROSS
ATTORNEY AT LAW
FIRST NATIONAL BANK BLDG.
SALEM, OREGON

February
27th
1932

RECEIVED
FEB 29 1932

State Highway Commission,
Salem, Oregon.

Dear Sirs:

Enclosed herewith is affidavit under Section 67-1101 Oregon Code 1930, as amended, for certified copy of contract and bond of Elliott & Kidd, who had a contract in the year 1931 to do certain work for the Commission in Lane County, Oregon.

Please send on the bond and contract to me.

Very truly yours,

CER:MA.
1 Encl.

STATE OF OREGON,)
: ss.
County of Marion.)

AFFIDAVIT UNDER SECTION 67-1101 OREGON CODE 1930 AS AMENDED BY CHAPTER 280 OREGON LAWS OF 1931

I, the undersigned A. C. Haag, being first duly sworn, on oath say that I am President of A. C. Haag & Company, an Oregon corporation; that on or about June 19, 1931, said A. C. Haag & Company furnished to W. C. Elliott and W. B. Kidd, co-partners as Elliott & Kidd, for the prosecution of certain work being done by said partnership in Lane County, Oregon, one heavy Jumbo scraper, which said scraper was furnished for use in and which actually was used in the prosecution and completion of said work, which said Elliott and Kidd were then under contract to do with the Highway Commission of the State of Oregon; that the agreed value of said scraper so furnished was and is FOUR HUNDRED EIGHTY DOLLARS ($480.00); that no part thereof has been paid except the sum of ONE HUNDRED SIXTY DOLLARS ($160.00), which was paid October 6, 1931, and that the sum of THREE HUNDRED TWENTY DOLLARS ($320.00) is unpaid from said Elliott & Kidd to said A. C. Haag & Company and from the bondsman of said Elliott & Kidd given to the State of Oregon and the Highway Commission thereof in connection with said work; that I make this affidavit pursuant to the provisions of Section 67-1101 Oregon Code 1930, as amended by Chapter 280 Oregon Laws of 1931, for the purpose of procuring from the Highway Commission of said State a certified copy of the contract and bond so entered into between said Elliott & Kidd and the Highway Commission of said State for the doing of said work; that said contract provided that prompt payment should be made for all labor and materials entering into said work and the said bond was conditioned accordingly.

A. E. Haag

Subscribed and sworn to before me this 26th day of February, 1932.

Notary Public for Oregon.

#1291

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

PRR, 42 C

STATE OF OREGON
Department of State
SALEM

February 5, 1932

Oregon State Highway Commission

State Office Building

Gentlemen:

We are enclosing herewith a copy of a letter received from A. L. Butler, Elkton, Oregon, advising the payment of $50.00 on account by Elliott & Kidd.

Our records show that a notice of claim by A. L. Butler in the amount of $144.93 against the bond taken from Elliott & Kidd, Highway contract No. 1291, was filed in this office on December 28, 1931, and it is our understanding that this is what Mr. Butler refers to.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

COPY

Elkton Oreg 2-3-1932

Mr Hal E. Hoss

Salem Oreg.

Dear Sir:

Please credit Elliott & Kidd act. with $50.00 paid by W. C. Elliott Paid Jan 29.

Yours truly

A. L. Butler

#1241
Douglas Co

January 28, 1932

PR142E

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of January 25, enclosing three copies of notice of claim filed by Reedsport Tow Boat Company against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Copies of the notice are being forwarded to the contractors and their surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

STATE OF OREGON

RECEIVED
JAN 30 1932
DIVISION
STATE HIGHWAY DEPARTMENT

January 28, 1932

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

For your information we hand you herewith copy of notice of claim filed by Reedsport Tow Boat Company against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

The claim is for services rendered, and is in the amount of $58.00.

According to our records, you are the surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MJ

cc Elliott & Kidd

...AY E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 26 1932
OREGON
STATE HIGHWAY COMMISSION

January 25, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. Charles A. Hardy, Attorney, Eugene, Oregon, and filed as of this date, a notice of claim by Reedsport Tow Boat Company for rental of tow boat and scow furnished in the sum of $58.00 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Drain-Reedsport Highway.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

TO THE STATE OF OREGON, AND
THE STATE HIGHWAY COMMISSION OF
THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN, That the undersigned, Reedsport Tow Boat Co., a corporation, organized under the laws of the State of Oregon, with its principal office at Reedsport, Oregon, has a claim for the services of the boat, 'Alice H.' and scow, owned and operated by the undersigned, in moving shovel from Reedsport to Scottsburg, performed and furnished in the sum of Fifty-eight ($58.00) Dollars, against Elliott & Kidd, contractors and principals in the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said Elliott & Kidd on the Drain-Reedsport Highway, and against the surety on the bond of said Elliott & Kidd, to-wit; The United States Fidelity & Guarnaty Company, a corporation, which said services were furnished and performed for the said Elliott & Kidd, and an itemized statement of said claim is attached hereto.

Dated, January 21st 1932.

REEDSPORT TOW BOAT CO.

By W. P. REED
President

* * * * * * * * * * * * * * * * *

REEDSPORT TOW BOAT CO.
Incorporated

Elliott & Kidd
Contractors

Reedsport, Oregon, May 19, 1931

May 19	Services of Tow boat 'Alice H' and Scow, for Towing Shovel to Scottsburg and Returning Scow.	
	12 hrs. at $4.00 per hr.	$48.00
	Scow Rent 2 days at $5.00	$10.00
		$58.00

Endorsed: File No. 1092
Filed January 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

TO THE STATE OF OREGON, AND
THE STATE HIGHWAY COMMISSION OF
THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN, That the undersigned, Reedsport Tow Boat Co., a corporation, organized under the laws of the State of Oregon, with its principal office at Reedsport, Oregon, has a claim for the services of the boat, 'Alice H.' and scow, owned and operated by the undersigned, in moving shovel from Reedsport to Scottsburg, performed and furnished in the sum of Fifty-eight ($58.00) Dollars, against Elliott & Kidd, contractors and principals in the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said Elliott & Kidd on the Drain-Reedsport Highway, and against the surety on the bond of said Elliott & Kidd, to-wit; The United States Fidelity & Guaranty Company, a corporation, which said services were furnished and performed for the said Elliott & Kidd, and an itemized statement of said claim is attached hereto.

Dated, January 21st 1932.

REEDSPORT TOW BOAT CO.

By W. P. REED
President

* * * * * * * * * * * * * * * *

REEDSPORT TOW BOAT CO.
Incorporated

Elliott & Kidd
Contractors

Reedsport, Oregon, May 19, 1931

May 19	Services of Tow boat 'Alice H' and Scow, for Towing Shovel to Scottsburg and Returning Scow.	
	12 hrs. at $4.00 per hr.	$48.00
	Scow Rent 2 days at $5.00	$10.00
		$58.00

Endorsed: File No. 1092
Filed January 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Reedsport Tow Boat Company for rental of tow boat and scow furnished in the sum of $58.00 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Drain-Reedsport Highway, with the original notice filed in the office of the Secretary of State on January 25, 1932, and that the same is a full, true and correct transcript thereof and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of January, A. D. 1932.

Hal E. Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Reedsport Tow Boat Company for rental of tow boat and scow furnished in the sum of $58.00 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Drain-Reedsport Highway, with the original notice filed in the office of the Secretary of State on January 25, 1932, and that the same is a full, true and correct transcript thereof and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of January, A. D. 1932.

Hal E. Hoss

Secretary of State

#1291
Douglas Co.

PF1428

January 28, 1932

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith for your information a copy of notice of claim that has been filed in this office by Charles A. Hardy, attorney of Eugene, for Reedsport Tow Boat Co., against Elliott & Kidd, contractors. The claim is in the sum of $38.00 and is for services rendered Elliott & Kidd in connection with the contract that was awarded to them by the State Highway Commission for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

According to our records, you are the surety on the bond that was furnished by the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc Elliott & Kidd,
1272 Willamette St.
Eugene, Oregon.

January 28, 1932

Mr. Charles A. Hardy,
Attorney at Law,
U. S. National Bank Bldg.
Eugene, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 22nd inst., enclosing a copy of notice of claim of Reedsport Tow Boat Company against Elliott & Kidd in connection with the contract that was awarded to them by the State Highway Commission for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, said claim being for services rendered.

In conformance with our usual practice, we are today advising the contractors and the surety on their bond that said claim, in the sum of $68.00, has been filed in this office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CHARLES A. HARDY
ATTORNEY

UNITED STATES NATIONAL BANK BUILDING
TELEPHONE 167

EUGENE, OREGON January 22, 1932

RECEIVED
JAN 1932

State Highway Commission,
Salem, Oregon.

Gentlemen:

I enclose herewith notice of claim of the Reedsport Tow Boat Co., against Elliott & Kidd and the surety company on account of services rendered. I am sending copy of the notice to the surety company and the Secretary of State.

Yours very truly,

CAH/J
Enc.

Charles A. Hardy

TO THE STATE OF OREGON, AND
THE STATE HIGHWAY COMMISSION OF
THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN, That the undersigned, Reedsport Tow Boat Co., a corporation, organized under the laws of the State of Oregon, with its principal office at Reedsport, Oregon, has a claim for the services of the boat, 'Alice H.' and scow, owned and operated by the undersigned, in moving shovel from Reedsport to Scottsburg, performed and furnished in the sum of Fifty-eight ($58.00) Dollars, against Elliott & Kidd, contractors and principals in the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said Elliott & Kidd on the Drain-Reedsport Highway, and against the surety on the bond of the said Elliott & Kidd, to-wit: The United States Fidelity & Guaranty Company, a corporation, which said services were furnished and performed for the said Elliott & Kidd, and an itemized statement of said claim is attached hereto.

Dated, January 21st 1932.

REEDSPORT TOW BOAT CO.

By W. V. Reed

President.

Reedsport Tow Boat Co.
INCORPORATED

Elliott & Kidd
Contractors

REEDSPORT, OREGON, ... 192.....

Bills Payable Every Thirty Days May 19, 1931

PONY UMPQUA COURIER-3888

May	19	Services of Tow boat 'Alice H' and Scow, for Towing Shovel to Scottsburg and Returning Scow.	
		12 Hrs. at $4.00 per hr.	$48.00
		Scow Rent 2days at $5.00	$10.00
			$58.00

Pg 12

...t instant, in which ... highway contracts.

...ow is state highway ... grading of the ...way in Lane County, ...rted by the State ...f Salem, Oregon, on ... State with a survey ...as written by United ... G. Cunningham is ... Portland.

...s completed by the con- ... considered as the ... Highway Commission. ...er for this work.

...ighway contract #1258, ... of the east and west ...section of the Yoncalla ...ing 5.70 miles in length.

...Highway Commission to ...he contractor furnished ...$60,000, which we ...rety Company, for which ... in the Porter Building, Portland, Oregon.

According to our records, this contract was completed on October 1, 1932, which is considered as the date of acceptance on the

PF 142 E

January 5, 1932

Mr. Fred W. Packwood,
Attorney at Law,
Journal Building,
Portland, Oregon.

Dear Sir:

Reply is made to your letter of the third instant, in which you request information concerning two state highway contracts.

The first contract mentioned in your letter is state highway contract #1302, project #1384, and is for the grading of the Picture Rock-Pass Section of the Fremont Highway in Lake County, 5.74 miles in length. This contract was awarded by the State Highway Commission to Yunker-Hicks & Co., of Toledo, Oregon, on May 14, 1931. The contractor furnished the State with a surety bond in the sum of $50,000.00, which bond was written by United States Fidelity & Guaranty Company for which G. Cunningham is agent, with offices in the Porter Building, Portland.

According to our records the contract was completed by the contractor on September 29, 1931, which is also considered as the date of acceptance on the part of the State Highway Commission. Final payment has been made to the contractor for this work.

The second contract mentioned is state highway contract #1231, being project #1371, and is for the grading of the east and west units of the Burnbard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, the east unit being 3.70 miles in length, and the west unit 2.28 miles.

This contract was awarded by the State Highway Commission to Elliott & Kidd of Eugene on May 2, 1931. The contractor furnished the State with a surety bond in the sum of $50,000, which was written by the United States Fidelity & Guaranty Company, for which C. O. Price is local manager, with offices in the Porter Building, Portland, Oregon.

According to our records, this contract was completed on October 1, 1931, which is considered as the date of acceptance on the

part of the State Highway Commission. Final payment has not yet been made to Elliott & Kidd in connection with this work.

I want to take this opportunity to thank you for the kind expression given in the last paragraph of your letter. It is nice to know that one's services are appreciated.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:Al

FRED W. PACKWOOD
ATTORNEY AT LAW
JOURNAL BUILDING
PORTLAND, OREGON

RECEIVED
JAN 4 1932
OREGON
STATE HIGHWAY COMMISSION

January 3rd, 1932.

Oregon State Highway Commission,
Salem, Oregon:

Gentlemen, Att. Mr. Glaisyer.

May I have the following information, to wit:- the name of the general contractor, the name of the surety, the correct designation of the job, together with Project and Contract numbers, and lastlly the dates of completion of the following contracts:-

First.- The Silver Lake- Picture Pass Section #1302 of the Freemont Highway on which my records show Yunkers-Wiecks Co., as general Contractors.

Second.- The Burchard Creek- Paradise School #1291 Section of the Umpqua Highway on which my records show Elliot and Kidd as general Contractors.

As it has been necessary for me to proceed against the sureties on several contracts in the last few months I want to take time out to thank you for your courtesy, promptness and accuracy in my behalf. After dealing with Federal Bureaus and City Departments it is a real pleasure to find a different attitude toward the public existing in your office.

Thanking you in advance for your courtesies I am,

Yours truly,

Fred W. Packwood

#1291

PR 142 E

Hal E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 6 1932
OREGON
STATE HIGHWAY COMMISSION

January 5, 1932

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing a copy of the letter from Tom Lillebo advising that his claim for $300.30 against Elliott & Kidd as been paid.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

COPY

P. O. Box 565

TOM LILLEBO

Contractor and Builder
Building Materials

Reedsport, Oregon,
Jan. 4, 1951

Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

With further reference to my claim of $300.30 filed with you against Elliott & Kidd please be advised that this claim has been settled in full by the Bonding Company.

Respectfully yours,

TOM LILLEBO

#1291

Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 30 1931
OREGON
STATE HIGHWAY COMMISSION

pp. 42 E

December 29, 1931

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing herewith a copy of the letter and corrected invoice from Tom Lillebo relative to his notice of claim filed in this office on December 17, 1931.

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

Phones:
Shop 351
Home 311

COPY

P. O.Box 365

T O M L I L L E B O
Contractor and Builder
Building Materials

Reedsport, Oregon, Dec. 28, 1931

Elliott & Kidd,
Eugene, Oregon

Gentlemen:

I am today forwarding to the State corrected bill deducting $36.91 which you claim was deducted in final estimate of Oregon State Highway Commission in settlement on this job, making my claim $300.30 instead of $337.21 as previously invoiced. As th the matter of $23.40 for metal strip which you had left over and which is presumably at your camp-site at Butler's place, I am not interested in this at 6¢ per ft. I said I might find a way to use it up but cant handle it at that price as I can buy the same for less than half of that.

Respectfully yours,

TOM LILLEBO

copy to U.S.F&G Co.
" " Secy. of State.

COPY

Reedsport, Ore., Dec. 28, 1931

Sold to Elliott & Kidd,

Eugene, Ore.

TOM LILLEBO
General contractors and builders
dealers in
Building material and hardware

	Debit	- Dredit
Amount as previously invoiced and filed	337.21	
Less amount claimed as having been deducted in final estimate of Oregon State Highway Comm. on said job	36.90	
Corrected amount due	$ 300.30	

Corrected Invoice

#1291
Douglas Co

PR 142 E

December 29, 1931

Hal E. Hoss
Secretary of State
Capital Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 28th instant in which you inclose three certified copies of the notice of claim of A. L. Butler for labor, team hire, materials and board furnished in the sum of $144.93 in connection with the contract of Elliott & Kidd for the grading of the Barnhart Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, contract No. 1291.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

December 29, 1931

United States Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by A. L. Butler for labor, team hire, materials and board furnished in the sum of $144.93 in connection with the contract awarded to Elliott & Kidd for the grading of the Barnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291.

This information is forwarded to you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FM
Inc.

cc Elliott & Kidd
1272 Willamette Street
Eugene, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 29 1931
COMMISSION

December 28, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by A. L. Butler for labor, team hire, materials and board furnished in the sum of $144.93 against the bond taken from Elliott & Kidd for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

United States of America

STATE OF OREGON

Elkton, Oregon

Dec. 28, 1931

Hal E. Hoss

Secretary of State

Salem Ore.

Sirs

Enclosed find Bill against Elliott and Kidd contractors for job known ast Burchard Creek-Paraide Creek East Unit and West Unit Gradging on the Umpqua Highway in Douglas County Contract #1291.

I have been unable to collect this bill from the contractors. I have performed the labor and furnished the Board and tools, stated in bill and need the money.

Yours truly

A. L. Butler

* * * * * * * *

Elkton Ore Dec 28, 1931

Elliott & Kidd
Burchard creek--Paradise creek, East unit and west unit grading on the Umpqua Highway in Douglas county contract #1291

To A. L. Butler, Dr.

	Team & driver		day	Wages	
May	#1 " "		5	6.00	30.00
June	#1 " "		6	6.00	36.00
June	#2 " "		4 5/8	6.00	27.75
June	Team only		16¼	2.80	45.50
		Total			139.25
Oct 2	Cr. by check				100.00
		Bal forward			$ 39.25
May	Tools borrowed and not returned				18.15
Sept.	Board for crew and contractors				87.53
		Bal Due. Total			$144.93

Endorsed: File no. 1078
Filed December 28, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by A. L. Butler for labor, team hire, materials and board furnished in the sum of $144.93 against the bond taken from Elliott & Kidd for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291, with the original notice filed in the office of the Secretary of State on December 28, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 28th day of December, A. D. 19 31.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by A. L. Butler for labor, team hire, materials and board furnished in the sum of $144.93 against the bond taken from Elliott & Kidd for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291, with the original notice filed in the office of the Secretary of State on December 28, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 28th day of December, A. D. 1931.

Hal E Hoss

Secretary of State

#1291

PRIVATE

December 18, 1931.

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are acknowledging receipt of your letter of December 17, in which you enclose three certified copies of claim filed by Tom Lillebo against Elliott & Kidd for labor and materials furnished, amounting to $337.21, in connection with the construction of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Copies of the notice of claim are being forwarded to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 18, 1931

U. S. Fidelity & Guaranty Company,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed with the Secretary of State on December 17, by Tom Lillebo against Elliott & Kidd.

The claim is in the sum of $357.21 and is for labor and materials furnished to Elliott & Kidd in connection with the construction of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

We are transmitting this information as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Elliott & Kidd
1272 Willamette St.
Eugene, Oregon.

H. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON

Department of State

SALEM

December 17, 1931

Oregon State Highway Commission
Oregon State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Tom Lillebo for materials and labor furnished in the sum of $337.21 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek - Paradise Creek section of the Umpqua Highway in Douglas County.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hee Hoss

HM

Secretary of State

RECEIVED
DEC 18 1931

Phone 511 P. O.Box 385

TOM LILLEBO
Contractor and Builder
Building Materials
Reedsport, Oregon

Dec. 15, 1951.

State of Oregon.
Hon. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

NOTICES HEREBY IS GIVEN that the undersigned, Tom Lillebo, has a claim furnishing labor and materials in the matter of constructing, under sub-contract from Elliott & Kidd, in the east and west units of the Burchard Creek - Paradise Creek section of the Umpqua Highway, in Douglas County, as per attached statement, in the sum of $337.21, against the bond taken from Elliott & Kidd, principals, United States Fidelity & Guaranty Co. as surety, for the work of constructing three concrete culverts in said section of said Highway.

TOM LILLEBO

* * * * * * * * *

Tom Lillebo

Reedsport, Ore., Dec. 10, 1951

Sold to Elliott & Kidd
Eugene, Oregon

TOM LILLEBO
General contractor and builder
Dealer in
Building material and hardware

	Debit	Credit
To construction of three concrete culverts on Umpqua Highway East of Scottsburg:		
Estimate of Sept. 8 as per Elliott & Kidd figures	3569.26	
Mixer rental less repairs		30.10
Cement		1067.81
Truck Hire		134.14
By check Sept. 10th		1200.00
" " Oct. 3rd		500.00
" " Nov. 16th		500.00
Balance of Acct. Unpaid	$337.21	

Endorsed: File No. 1072
Filed December 17, 1951
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Tom Lillebo for labor and materials furnished in the sum of $337.21 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, with the original notice filed in the office of the Secretary of State on December 17, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of December, A. D. 19 31.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Tom Lillebo for labor and materials furnished in the sum of $337.21 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, with the original notice filed in the office of the Secretary of State on December 17, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of December, A. D. 19 31.

Hal E Hoss

Secretary of State

#1291

PR142E

December 17, 1931

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith the following copies of notices of claims, which were filed with the Secretary of State on December 16, against Elliott & Kidd in connection with State Highway Contract No. 1231 — grading of the Burnhard Creek-Paradise Creek Section of the Coquille Highway in Douglas County:

Truscon Steel Company for reinforcing steel furnished.....$572.92

Shell Oil Company for petroleum products furnished.....1455.23

We are transmitting this information to you as you wrote the surety bond for the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Elliott & Kidd,
1272 Willamette St.
Eugene, Ore.

December 17, 1931

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of December 16, enclosing three copies of notice of claim filed by Shell Oil Company against Elliott & Kidd, in the sum of $4,455.23 for petroleum products furnished in connection with State Highway Contract No. 1291, which is for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Copies of the notice are being forwarded to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 17, 1951

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of December 15, enclosing three copies of notice of claim filed by Truscon Steel Company against Elliott & Kidd, in the sum of $572.92, for reinforcing steel furnished in connection with State Highway Contract No. 1291, which is for the grading of the Barnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Copies of the notice are being forwarded to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 16, 1931

RECEIVED
DEC 17 1931
STATE HIGHWAY COMMISSION
OREGON

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Shell Oil Company for materials furnished in the sum of $4453.23 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard-Paradise Creek Section of the Umpqua Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

SHELL OIL COMPANY
North Bend, Oregon

December 15, 1931

Secretary of State

State House

Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned Shell Oil Company has a claim for Gasoline, Lubricating Oils, Greases and miscellaneous Petroleum Products in the sum of $4455.25 against the bond taken by W. C. Elliott and W. B. Kidd from United States Fidelity & Guaranty Company (Agent F. R.Taylor, Portland, Oregon) for the work of constructing Burchard-Paradise Creek Section of the Umpqua Highway 3.7 miles, state Contract.

SIGNED:

SHELL OIL COMPANY

By C. J. HUNTLEY

MGH

Endorsed: File No.1070
Filed December 15, 1931
HAL E. HOSS,
Secretary of State.

Endorsed: File No.1070
Filed December 15, 1931

HAL E. HOSS
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 16, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Truscon Steel Company for materials furnished in the sum of $572.92 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

Endorsed: File No.1071
Filed December 16, 1931
HAL E. HOSS,
Secretary of State,

C. W. Anderson
District Manager
Phone: Trinity 1158

COPY

TRUSCON STEEL COMPANY
Established 1905
Manufacturers of
STEEL PRODUCTS
Home office and plant: Youngstown, Ohio
449 Kerby St.
Portland, Ore.

December 16, 1931.

Mr. Hal E. Hoss,
Secretary of State
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Truscon Steel Company, has a claim for Reinforcing Steel furnished in connection with the Three Box Culverts on the East Unit of the Barnhard Creek Paradise Creek section of Oregon Highway, in the sum of $572.92, against the Bond taken from the U. S. Fidelity and Guaranty Company, with local offices in the Porter Building, Portland, Oregon, for the work of erection of above Box Culverts.

The materials which we furnished on this job were delivered in June, 1931, and repeated efforts to collect the above balance due us by Elliott and Kidd have been unsuccessful.

Very truly yours,

TRUSCON STEEL COMPANY

BY C. W. ANDERSON
District Manager.

CWA:JW

Endorsed: File No.1071
Filed December 16, 1931
HAL E. HOSS,
Secretary of State.

#1291

PR142E

December 16, 1931

Santa Cruz Portland Cement Company,
45 Fourth Street,
Portland, Oregon.

Gentlemen:

Your letter of December 11, addressed to the Secretary of State, has been referred to this Department.

We are glad to note that your claim which you filed against Elliott & Kidd, in the sum of $288.00, in connection with State Highway Contract No. 1291, grading Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, has been paid, and thank you for this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 18, 1931

U. S. Fidelity & Guaranty Co.,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We attach hereto copy of letter written by Santa Cruz Portland Cement Company of Portland, stating that their claim against Elliott & Kidd, in the sum of $228.00 has been paid.

This is in connection with State Highway Contract No. 1291, for the grading of the Barchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

CC Elliott & Kidd
Eugene, Oregon

...E. Hoss
Secretary of State

C. N. Laughlin
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 12, 1951

Oregon State Highway Commission

State Office Building

Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing herewith a copy of a letter received from the Santa Cruz Portland Cement Company advising that their claim for $228.00 against Elliott & Kidd has been paid.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

COPY

SANTA CRUZ PORTLAND CEMENT COMPANY
45 Fourth Street

Portland, Oregon December 11, 1931

State of Oregon
c/o Secretary of State,
Salem, Oregon.

Gentlemen:

Referring to our letter of December 1st, advising of our claim of $228.00 against Elliott & Kidd, Eugene, Oregon, for our past due account for material furnished for construction of grade and culverts on the Burchard Creek - Paradise School section of the Umpqua Highway, Douglas County, Oregon, beg to advise that we have this day received a check for the above amount from Elliott & Kidd.

Kindly convey this information to the proper sources in the Highway Department.

Thanking you for your kind attention to the above, we are,

Yours very truly,

SANTA CRUZ PORTLAND CEMENT COMPANY

MBJ-B

M. B. JAMES

PHONE 211

#1791
Klamath Co
P. O. BOX 365

TOM LILLEBO
CONTRACTOR AND BUILDER
BUILDING MATERIALS
REEDSPORT, OREGON

pp 142 E

December 16, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I wish to thank you for your letter of December 15th, relative to filing claim with the Secretary of State, for balance due from Elliott & Kidd for construction of three concrete culverts on the Burchard Creek-Paradise Creek section of the Umpqua Highway.

As per your suggestion, I am also advising Mr. Price of the U.S.F.&.G. Co. of the filing of the claim.

Copy of Notice is attached hereto. This appararently conforms with the form set forthein mimeographed copy of Chap. 280, O.L. which you forwarded me.

Very truly yours.

Tom Lillebo

RECEIVED
DEC 17 1931
STATE HIGHWAY COMMISSION

Dec. 18. 1931.

State of Oregon.
Hon. Hal E. Hoss.
Secretary of State.
Salem. Oregon.

NOTICE HEREBY IS GIVEN that the undersigned. Tom Lillebo. has a claim furnishing labor and materials in the matter of constructing. under sub-contract from Elliott & Kidd. in the east and west units of the Dunsmuir Creek - Paradise Creek section of the Umpqua Highway. in Douglas County. as per attached statement. in the sum of $537.21. against the bond taken from Elliott & Kidd. principals. United States Fidelity & Guaranty Co. as surety. for the work of constructing three concrete culverts in said section of said Highway.

RECEIVED
DEC 17 1931
OREGON
STATE HIGHWAY COMMISSION

#1291

Douglas Co

PP 142E

December 12, 1931

Mr. Tom Lillebo,
P. O. Box 365,
Reedsport, Oregon.

Dear Sir:

We are in receipt of your letter of recent date, asking us to suspend final payment on State Highway Contract No. 1291, which was awarded to Elliott & Kidd for the grading of the East and West Units of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, until your bill against them has been settled.

It is not within our power to do this; however, we offer you the surety bond which was furnished by the contractors for the protection of your claim. It was written by United States Fidelity & Guaranty Company for whom G. O. Price is Manager, with offices in the Porter Building, Portland.

We would suggest that you file notice of your claim against the bond of the contractors with the Secretary of State, in accordance with the provisions of our laws, a copy of which is attached for your further information. It might also be well for you to inform the surety company regarding your unsettled bill.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

P. O. BOX 245

TOM LILLEBO

CONTRACTOR AND BUILDER

Building Materials

REEDSPORT, OREGON

Oregon State Highway Commission
Salem Ore.

Mr Kline

Dear Sir: I have a bill of $337.00 against culverts on Elliott & Kidd job. if it is a regular request please hold up their final till I can advise they have made settlement

Yours truly
Tom Lillebo

#1241

PR 14 2 E

December 9, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 5th instant in which inclose three certified copies of the notice of claim which has been filed by Fennaughty Machinery Company for rental on equipment in the sum of $3,338.09 against the bond of Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Copies of said notice of claim are being mailed to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

PW

December 9, 1931

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim that has been filed with the Secretary of State on December 8, by Fessenden Machinery Company against Elliott & Kidd.

The amount of the claim is $5,855.00 and is for rental on equipment furnished to F. L. Brown, subcontractor, in connection with State Highway Contract No. 1291 which was awarded to Elliott & Kidd for the grading of the East and West Units of the Darchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

This information is given you as you furnished the surety bond for Elliott & Kidd.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Elliott & Kidd,
1272 Willamette St.
Eugene, Ore.

H. H[illegible]
Secretary of State

C. N. LAUGHLIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 7
1931

December 5, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Feenaughty Machinery Company for rental on equipment in the sum of $3,338.09 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Drain-Reedsport Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

HM

Secretary of State.

TO THE STATE OF OREGON, AND
THE STATE HIGHWAY COMMISSION of
the State of Oregon:

NOTICE IS HEREBY GIVEN, that the undersigned FEENAUGHTY MACHINERY COMPANY, a corporation, organized under the laws of the State of Oregon, with its principal office at 324 Belmont Street, Portland, Oregon, has a claim for rental on equipment and replacement items used up on the job for the sum of Three Thousand Three Hundred Thirty-eight and 00/100 Dollars ($3,338.00) against the bond taken from Elliott and Kidd by F. L. Brown, sub-contractor and agent for said Elliott and Kidd and against the surety on the bond of said Elliott and Kidd, to-wit, the United States Fidelity & Guaranty Company, a corporation, for the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and said Elliott and Kidd on the Drain-Reedsport Highway, and an itemized statement of said claim is attached hereto.

Dated, October 10, 1951.

FEENAUGHTY MACHINERY COMPANY

W. O. FEENAUGHTY

President

Endorsed: File No. 1057
Filed December 5, 1951
HAL E. HOSS,
Secretary of State.

Statement

Portland, Oregon, Oct. 15, 1951

F E E N A U G H T Y M A C H I N E R Y C O.
309-315 East Yamhill Street, corner East First

F. L. BROWN

ELKTON, OREGON

Remit in Portland or Chicago Exchange

1951				
May 26	Inv. #2384			
	1 - Bates 45 Rent 5/26 to 6/26/51		440.00	
	1 - Bates 30 " " " "		415.00	885.00
21	Inv. #2386			
	2 - Throop Scrapers Rent 5/26 to 6/26/51			50.00
June 25	Inv. #3129			
	1 - D2155 Truck idler wheel			13.00
28	Inv. #3142			
	1 - Bates 45 Rent 6/26 to 7/26/51		440.00	
	1 - Bates 30 " " " "		415.00	
	2 - Throop Scrapers " " "		80.00	935.00
July 13	Inv. #3557 - Add'l charge on Inv. #3129			6.80
16	Inv. #3654 - Freight on Throop Scraper to Portland			5.78
26	Inv. #3894			
	1 - Bates 45 Rent 7/26/to 8/26/51		440.00	
	1 - Bates 30 " " " "		415.00	
	1 - Throop Scraper " " "		40.00	895.00
25	Inv. #3920 - Repairs to Throop Scraper returned			
	1 - Qt. gray paint	.90		
	2 - 1/4 x #1 Grease Cup @ .15	.30		
	1 - Pair Fresno shoes	2.80		
	Repairing Fesno pan	11.30		
	Compressor - 2 hrs. @ .25	.50		
	2 - Trips of truck to mach.shop	1.00		
	Labor - 15 hours @ 1.50	22.50		
		39.30		
6	Inv. #3589			
	2 - D2159 Crawler guide roller		1.50	
	1 - 55-725 Dust shield		4.20	
	Weld equalizer bar		15.60	
	8 - Distributor brushes		.60	
	Brake lining		10.40	
	2 - 1/2 x 1 Cap screws		.15	
	1 - Box rivets		.25	32.50
		Carried forward		2,862.58
1951		Brought forward		2,862.58
Sept. 10	Inv. #4937 - Repairs and labor repairing			
	Bates Tractor #3035			
	Weld and straighten main frame - 2 broken brackets, clutch shaft and gas tank bracket		34.35	
	Refacing 8 valves		1.00	
	Grinding 4 cylinders and pistons, fitting rings and pistons and aligning pistons to conn.rods		20.30	
	Burning torch - 2½ hours @ 1.00		2.50	
	Compressor - 6½ hours @ .25		1.63	
	Press and truck - 1 hour		3.50	
	C. R. Steel		1.25	
	5 gal. kerosene @ .18½		.93	
	1 - Steel plate 10 x 30 x 98		3.85	
	18 3/8 x 1-1/4 rivets		.28	
	1 - #3508 bearing		4.25	

United States of America
STATE OF OREGON
OFFICE OF SECRETARY OF STATE

4 – #21 Woodruff keys		.20	
6 – 5/8 x 3 rivets		.15	
Grind shaft to fit bearing		2.45	
4 – 3/4 x 5-1/2 mach. bolts		.42	
Weld two castings		8.45	
1 – #4445 gas strainer		1.20	
1 – headlight lens		.45	
Labor repairing magneto		5.00	
1 – Dist. board		2.85	
1 – Collector		1.70	
6 – Brushes		.80	
3 – Breaker springs		.15	
1 – Bearing		1.20	
1 – Pr. butt hinges		.25	
1 – Box machine screws		.85	
1 – Box 1/4" hex nuts		.75	
Lock washers		.20	
Straighten two spiders		16.85	
Weld draw bar		1.85	
1 – 6 volt generator repaired		12.65	
1 – 6 volt ammeter		3.10	
Charging battery		.80	
1 – #6810 clutch plate		8.40	
4 – #148A " pins @ 1.20		4.80	
2 – D1510 sprocket @ 29.40		58.80	
2 – D215B Main drive gear @ 55.80		111.60	
1 – D2115 Front idler inside		13.00	
1 – D2256 Clutch housing		56.00	
Labor – 207 hours @ 1.50		310.50	
Machine labor – 5 hours @ 1.75		8.75	748.30
Carried forward			5,610.75
Brought forward			5,610.75

CREDITS

Oct. 6	Bates 30 Returned 8/15 Rent credit 2/5 mo.	166.00	
6	One Throop scraper returned 7/10 rent credit 1/2 month	20.00	
6	One Throop scraper returned 8/15 rent credit 1/3 month	13.33	
6	Bates 45 returned 8/21 rent credit 1/6 mo.	73.33	
			272.66
	Total		$5,338.09

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental on equipment in the sum of $3,338.09 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Drain-Reedsport Highway, with the original notice filed in the office of the Secretary of State on December 5, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of December, A. D. 19 31

Hal E. Hoss

Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental on equipment in the sum of $3,338.09 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Drain-Reedsport Highway, with the original notice filed in the office of the Secretary of State on December 5, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of December, A. D. 19 31

Hal E. Hoss

Secretary of State

60 66 AA 291 Douglas 4

December 4, 1931 PR 1428

Santa Cruz Portland Cement Co.,
45 Fourth St.,
Portland, Oregon.

Attention of Mr. H. E. Jones

Gentlemen:

A copy of your letter of December first, addressed to the Secretary of State, has been forwarded to us in which you request a certified copy of State Highway Contract No. 1291.

We are pleased to comply with your request, and are accordingly enclosing herein a certified copy of the contract and bond in connection with the state highway contract that was awarded to Elliott & Kidd for the grading of the East and West Units of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 3, 1951

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December second, in which you advise us that you have received and filed a notice of claim by Santa Cruz Portland Cement Company for materials furnished in the sum of $228.00 against Elliott & Kidd in connection with their state highway contract for the grading of the Burchard Creek-Paradise Section of the Umpqua Highway in Douglas County. We also wish to acknowledge receipt of the copies of this notice, which were attached to your letter.

Copies of the notice are today being sent to the contractors and their surety.

For your information, certified copy of the contract and bond is being mailed to the Santa Cruz Portland Cement Company in accordance with their request.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 5, 1931

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed yesterday in the office of the Secretary of State by Santa Cruz Portland Cement Company against Elliott & Kidd for materials furnished in the sum of $228.00 in connection with their contract for grading the Burchard Creek-Paradise Section of the Rogue Highway in Douglas County, State Highway Contract No. 1291.

You are the surety on the contractors' bond, and it is for this reason that we are giving you this notification.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Elliott & Kidd,
Eugene, Oregon

COPY

SANTA CRUZ PORTLAND CEMENT COMPANY
45 Fourth Street

Home office
Crocker Bldg.
San Francisco,Cal.

Portland, Oregon December 1, 1931

Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:

We are attaching herewith claim, duly certified, against Elliott & Kidd for material furnished them for constructing grade and culverts on the Burchard Creek-Paradise School section of the Umpqua Highway, Douglas County, Oregon.

Will you please place this on file and forward us certified copy of contract and bond which applied on this contract, as provided in Chapter 280, Oregon Laws of 1931, section 67-1101.

Respectfully yours,

SANTA CRUZ PORTLAND CEMENT COMPANY

MBJ-B
Enc.

M. B. JAMES

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 3 1931
OREGON STATE HIGHWAY COMMISSION

December 2, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Santa Cruz Portland Cement Company for materials furnished in the sum of $228.00 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise School section of the Umpqua Highway in Douglas County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

We are also enclosing a copy of the letter from Santa Cruz Portland Cement Company requesting a certified copy of the contract and bond covering the above construction work.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

SANTA CRUZ PORTLAND CEMENT COMPANY
45 Fourth Street

Home Office
Crocker Bldg.
San Francisco, Cal.

Portland, Oregon December 1, 1931

To the State of Oregon,
Salem, Oregon.

Notice hereby is given that the undersigned, Santa Cruz Portland Cement Company, has a claim for portland cement in the sum of $228.00 against the bond taken from Elliott & Kidd, furnished by U. S. Fidelity & Guaranty Company, for the work of constructing grade and culverts on the Burchard Creek - Paradise School section of Umpqua Highway, in Douglas County, Oregon.

SANTA CRUZ PORTLAND CEMENT COMPANY

By M. B. JAMES

DISTRICT SALES MANAGER.

Subscribed and sworn to before me this 1st day of December, 1931.

(SEAL)

H. B. HOCKMAN
Notary Public for Oregon
My commission expires Feb. 1, 1933.

Endorsed: File No. 1055
Filed December 2, 1931
HAL E. HOSS,
Secretary of State.

#1291
Douglas Co

PR142E

November 20, 1951

W. S. Fidelity & Guaranty Co.,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to Elliott & Kidd on Contract #1291 for the grading of the East and West Units of the Burnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County. This payment will be made on or after November 30, 1951.

The State is advised of the following claims:

F. L. Brown, for truck rental, $1,155.00
A. B. Osborne Co., in the sum of $856.50 (rev. claim $974.35)
" " " " against Bratt & Byers, subcontractors, tractor rental and repairs, $1,525.85
R. J. O'Neil, for labor.....$457.15
Fessenghty Machinery Co., for rental of equipment $5,358.00
Truscon Steel Co., for materials, $572.92
C. C. Libby, for labor and materials, $3,092.51
Ray H. Johnson, $1,368.69,

and you are hereby advised that the State assumes no responsibility for any such claims, should there be any.

For your information, we wish to advise that the total amount paid to Elliott & Kidd in connection with this work will be $71,790.24, including the final payment. Of this amount $75.45 was for force account.

Kindly acknowledge receipt of this notice.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

#1291
Douglas Co
KR 142 E

R. HOWARD BLAND, PRESIDENT

CAPITAL PAID IN CASH $10,000,000

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

November 19th, 1931.

RECEIVED
NOV 20 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen: Re: #39-12-623-31 - Elliott & Kidd

The above bond executed on May 9th, 1931, covers contract for grading the East and West Units of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, Oregon.

We are enclosing our form inquiry which we kindly ask you to complete and return to us as soon as possible, showing the present status of this contract.

Thanking you for your attention to the matter, we remain,

Yours very truly,

C. O. Price
Manager.

CS-

Ord to date ~~#70~~ 68,532.57
Returned $3,257.67
Completed Oct, 1, 1931

PORTLAND 104 6-2-31 SM

#1243
Llewellyn Co

PR142E

November 14, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of November 12th in which you inclose three certified copies of the notice of claim filed by Mr. Ray M. Johnson for three trucks with drivers furnished in the sum of $1366.69 to Elliott & Kidd, in connection with the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

We are today forwarding copies of this notice to the contractor and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

November 14, 1931

United States Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by Mr. Ray M. Johnson, which claim is against Elliott & Kidd and is for three trucks with drivers furnished in the sum of $1368.69 for use on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, state highway contract No. 1291.

This information is given you since you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FH
Inc.

cc Elliott & Kidd
1272 Willamette Street
Eugene, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 14 1931
OREGON
STATE HIGH

November 12, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H.B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Roy M. Johnson for three trucks with drivers furnished in the sum of $1368.69 against the bond taken from Elliott & Kidd, for work on the Burchard Creek-Paradise Creek section of the Drain-Reedsport Highway in Douglas County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

rlm

United States of America

STATE OF OREGON

To Hal E. Hoss, Secretary of State of the State of Oregon:

Notice is hereby given that the undersigned, Roy M. Johnson has a claim for the use of three trucks with drivers furnished by this claimant between the dates of May 19, 1931, and Sept. 5, 1931, in the sum of Thirteen Hundred Sixty Eight and 69/100 Dollars ($1368.69) against the bond taken from Elliott & Kidd and the surety or sureties upon their bond for the work of grading Burchard Creek-Paradise Creek section of the Brain-Reedsport highway in Douglas County, Oregon.

ROY M. JOHNSON
(Roy M. Johnson)

1172 West 5th St., Eugene, Ore.

Wells & Wells,
Attorneys for Claimant,
Box 52, Eugene, Oregon.

Endorsed: File No. 1041
Filed November 12, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compered the annexed copy of notice of claim by Roy M. Johnson for three trucks with drivers furnished in the sum of $1368.69 against the bond taken from Elliott & Kidd for work on the Burchard Creek-Paradise Creek section of the Drain-Reedsport Highway in Douglas County, Oregon, with the original notice filed in the office of the Secretary of State on November 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of November, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Roy M. Johnson for three trucks with drivers furnished in the sum of $1368.69 against the bond taken from Elliott & Kidd for work on the Burchard Creek-Paradise Creek section of the Drain-Reedsport Highway in Douglas County, Oregon, with the original notice filed in the office of the Secretary of State on November 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon,

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of November, A. D. 1931.

Hal E. Hoss
Secretary of State

BY Abe Kelly DEPUTY

#1291

PR142E

November 7, 1951

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

We are in receipt of your letter of November 6, enclosing three certified copies of Second Revised Notice of Claim of A. B. Osborne Co., against Elliott & Kidd, contractors, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract #1291.

This information, together with copy of notice of claim, is being passed on to the contractors, and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AH

November 7, 1931

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of claim filed on November 5, 1931 in the office of the Secretary of State by A. E. Osborne Co., against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, Contract #1291. This is a Second Revised Notice of Claim and is in the sum of $974.55, and is for labor performed and materials and equipment furnished in the form of rentals to Henry Bratt and C. J. Byers, as subcontractors under Elliott & Kidd.

You are the surety on the bond furnished by the contractors, and we are therefore notifying you regarding this revised notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Elliott & Kidd
1272 Will. St.
Eugene, Ore.

...E. Hoss
Secretary of State

C. N. Laughlin
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 6 1931
OREGON
STATE HIGHWAY COMMISSION

November 5, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Estes Snedecor, Attorney, Portland, Oregon, and filed as of this date, a second revised notice of claim by A. B. Osborne Co. for labor and materials furnished in the sum of $974.55 against the bond taken from Elliott & Kidd, principals, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, Oregon, State Highway Contract No. 1291.

We are enclosing a certified copy of this revised notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

COPY

Hon. Hal E. Hoss,
Secretary of State of Oregon,
Salem, Oregon;

Messrs. Elliott & Kidd,
Contractors,
Elkton, Oregon;

U. S. Fidelity & Guaranty Co., Surety,
c/o C. O.Price,
Porter Building,
Portland, Oregon

SECOND REVISED NOTICE OF CLAIM, $974.55.

Re State Highway Contract No. 1291

Notice is hereby given that the undersigned, A. B. Osborne Co. Inc., of Portland, Oregon, has a claim for labor performed and materials and equipment furnished in the form of rentals and transportation charges which Henry Bratt and C. J. Byers, as sub-contractors, agreed to pay for the use of a 60 Caterpillar Tractor, Serial No. 4764-A in the prosecution of their work in grading, under their sub-contract with Elliott & Kidd, a a section of the Umpqua Highway in Douglas County, in the sum of $974.55 against the bond taken from Elliott & Kidd as principals and United States Fidelity & Guaranty Company as surety, for the construction and grading of State Highway known as Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, Oregon, consisting of grading and structures between Station 2854 40 and Station 601450, being State Highway Contract No. 1231.

That Bratt & Byers as sub-contractors under Elliott & Kidd on the aforesaid contract used said Caterpillar tractor continuously from May 23, 1931 to and including August 15, 1931, in the prosecution of the work of grading said section of the Umpqua Highway between Station 285440 and Station 601450, and expressly agreed to pay the claimant as rental for the use thereof, the sum of Four Hundred Dollars ($400.00) for the first month and Four Hundred Fifty-Dollars ($450.00) for each succeeding month, and also to replace and repair all broken or worn-out parts and to keep the tractor in good working order at their own expense and to pay the expense of returning the tractor to Portland, Oregon after the work had been completed. That said Bratt & Byers as Sub-contractors for Elliott & Kidd had the use of, and did use said Caterpillar tractor in the prosecution of said grading work from May 23, 1931 to August 15, 1931, at a total rental of Eleven Hundred Ninety-five Dollars ($1195.00) plus the cost of transporting said tractor from said Highway job to Portland, Oregon, in the sum of $125.00.

That the payment for the use of said Caterpillar tractor and the cost of transporting the same to Portland has not been paid by Bratt & Byers nor by Elliott & Kidd, except the sum of $200.00 paid by Elliott & Kidd on July 18, 1931 and a net credit allowance of $145.45 as an agreed adjustment on certain repairs and replacements of parts made by Bratt & Byers, leaving a balance now unpaid on said rental and transportation cost in the sum of Nine Hundred Seventy-four and 55/100 Dollars ($974.55).

DATED at Portland, Oregon, this 4th day of November, 1931.

A. B. OSBORNE CO. INC.,

By A. B. OSBORNE
President.

Endorsed: File No. 1031
Filed November 5, 1931
HAL E.HOSS
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of revised notice of claim by A. B. Osborne Company, Inc. for labor and materials furnished in the sum of $974.55 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291, with the original notice filed in the office of the Secretary of State on November 5, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of November, A. D. 1931.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of revised notice of claim by A. B. Osborne Company, Inc. for labor and materials furnished in the sum of $974.55 against the bond taken from Elliott & Kidd, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291, with the original notice filed in the office of the Secretary of State on November 5, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of November, A. D. 1931.

Hal E Hoss

Secretary of State

#1291
Douglas Co.

PP142E

November 2, 1931

Elliott & Kidd,
1272 Willamette St.,
Eugene, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of October 29th which was in reply to ours of October 28th with reference to an extension of time on your contract No. 1291 - Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Please be advised that the time limit on your contract expired on September 25th and according to our records the work was not completed until October 1st. On account of this being one of the Bureau of Public Roads contracts they require that all contracts be extended up to and including the actual date of completion. Will you kindly favor us with your application for an extension of time from September 25th to October 1st and also secure the written consent of your surety so that our records will be complete.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1291

Eugene, Ore. Oct. 29, 1931

Oregon State Highway Commission,

Salem, Ore.

RECEIVED
OCT 30 1931
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Attention H.B.Glaisyer,
Secretary.

Gentlemen:

In reply to yours of Oct.28th re. extension of time on our contract No.1291, Burchard Creek - Paradise Creek Section of the Umpqua Highway, we beg to state that our contract was completed before our time expired on September 15th excepting two men doing extra work under Mr.Booth's direction.

Yours truly,

Elliott & Kidd

Dict.W.C.E. By.....

Oct, 1st, 1931

RECEIVED
OCT 1 0 1931
OREGON
STATE HIGHWAY COMMISSION

#1291

PR 142 E

October 28, 1931

Elliott & Kidd,
1272 Willamette Street,
Eugene, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 1291 - Burchard Creek-Paradise Creek Section of the Umpqua Highway expired on Sept, 15th, 1931. Since the work on this contract was not completed by you until October 1st will you kindly forward us your application for an extension of time to this date. Also, please secure the written consent of your surety on the bond to accompany your application so that our records will be complete.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1291

PR142E

October 25, 1951

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

Receipt is acknowledged of your letter of October 21, enclosing copies of notice of claim which have been filed by F. L. Brown against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County. The amount of the claim is $1155.00 and is for rental of trucks, and repairs, used in connection with State Highway Contract #1291.

We are today forwarding a copy of the claim to the contractors, and also a copy to their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

P. S. A certified copy of State Highway Contract #1291 and bond was sent to Mr. Wm. A. Williams, Attorney, on October 22.

H. B. G.

October 23, 1931

U. S. Fidelity & Guaranty Co.,
C. C. Price, Resident Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on October 21, 1931, in the office of the Secretary of State, by F. L. Brown against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Barnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract #1231. The claim is in the amount of $1,155.00 and is for rental of trucks, and repairs thereto.

We are giving you this information as you appear as surety on the bond furnished by the contractors in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Elliott & Kidd
Eugene, Ore.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 21, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Wm. A. Williams, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by F. L. Brown for rental of trucks in the sum of $1155.00 against the bond taken from Elliott and Kidd, contractors, principal, in connection with State Highway construction work in Douglas County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

We are also enclosing a copy of the letter from Wm. A. Williams requesting copies of the contract and bond covering the above construction work.

Yours very truly,

Hal E Hoss

Secretary of State.

EL:HM
encs.

Claim of

F. L. Brown

Vs.

W. C. Elliott and W. Kidd, Co-Partners, doing business as Elliott & Kidd, Contractors in Road Work and Highway Building

---

To the State of Oregon:

Notice is hereby given that the undersigned, F. L. Brown has a claim for materials furnished in the sum of $1155.00 against the bond taken from the above named W. C.Elliott and W. Kidd, Co-Partners, Principals and Surety or Sureties upon such bond for the work of highway construction for the use and rental of three certain trucks rented to said Elliott and Kidd, and by them used in the construction of a state highway near Elkton, Douglas County, Oregon.

W. C. Elliott and W. Kidd, as Elliott & Kidd Dr.
In Account with

F. L. Brown.

For use of trucks rented from F. L. Brown in work done on State Highway near Elkton, Oregon, under contract with State Highway Commission:-

To use of one truck from May 26 to Aug. 15, 1931, inclusive, 85 days at $5.00 per day.....$425.00

To use of second truck from May 28 to Aug. 17, 1931, inclusive, 82 days, at $5.00 per day..... 410.00

To use of third truck from June 4 to July 12, 1931, inclusive, 39 days, at $5.00 per day..... ..... 195.00

To damages caused by negligent use of above trucks, requiring necessary repairs thereto over and above necessary wear and tear..... 125.00

Total.....$1,155.00

State of Oregon,
County of Multnomah } ss.

I, F. L. Brown, being first duly sworn, depose and say that I am the claimant above named, and that the trucks above mentioned were supplied by me to said firm, Elliott & Kidd, and used by them in the prosecution of said work, and that payment for the same has not been made; and that said construction work on said highway was completed in September, 1931, and thereupon accepted by the Highway Commission of said State.

F. L. BROWN

Subscribed and sworn to before me this 20th day of October, A. D. 1931.
(SEAL)

WM. A. WILLIAMS
Notary Public for Oregon.
My Commission expires October 15, 1932.

Endorsed: File No. 1022
Filed October 21, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. L. Brown for rental of trucks in the sum of $1,155.00 against the bond taken from Elliott & Kidd, principals, in connection with State Highway work in Douglas County, with the original notice filed in the office of the Secretary of State on October 21, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of October, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. L. Brown for rental of trucks in the sum of $1,155.00 against the bond taken from Elliott & Kidd, principals, in connection with State Highway work in Douglas County, with the original notice filed in the office of the Secretary of State on October 21, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of October, A. D. 1931.

Hal E. Hoss

Secretary of State

By Irene Kelley DEPUTY

#1291

PR 142 E

October 25, 1951

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

We are in receipt of your letter of October 22nd, enclosing copies of notice of claim filed by Hon. A. K. McMahan of Albany, Oregon, in behalf of C. C. Libby, for labor and materials furnished in the sum of $3092.51 to Elliott & Kidd in connection with the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract #1291.

A copy of the notice is being forwarded to the contractors, and also a copy to their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

October 23, 1931

U. S. Fidelity & Guaranty Co.,
C. O. Price, Resident Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on October 22, 1931, in the office of the Secretary of State by C. C. Libby against Elliott & Kidd for labor and materials furnished in connection with the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract #1231. The amount of the claim is $5092.51.

This is for your information as you appear as surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Elliott & Kidd
Eugene, Oregon

. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 22, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Hon. A. K. McMahan, Albany, Oregon, and filed as of this date a notice of claim by C. C. Libby for labor and materials furnished in the sum of $3092.51, together with interest thereon from September 7, 1931, against the bond taken from Elliott & Kidd, principal, and U. S.Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, State Highway contract No. 1291.

We are enclosing herewith a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

To the State of Oregon and
The State of Oregon acting by and through the
State Highway Commission:

Notice is hereby given that the undersigned, C. C. Libby, an individual, has a claim for work, labor and services performed and material furnished at the special instance and request of W. C. Elliott and W. B. Kidd, co-partners doing business as Elliott & Kidd, in the sum of $8411.40, less the sum of $5518.81 paid thereon, leaving a balance due in the sum of $3092.51, together with interest thereon at the rate of 6% per annum from the 7th day of September, 1931, against the bond taken from said Elliott & Kidd as principals, and United States Fidelity & Guaranty Company, as surety, for work, labor, services performed and material furnished the said Elliott & Kidd on and between the 15th day of July, 1931 and the 7th day of September, 1931, all of the value and worth of the sum of $8411.40, which said work, labor and services rendered and performed and material furnished consisted in the performance by the undersigned of his sub-contract with the said Elliott & Kidd, a copy of which is hereto annexed and in addition thereto of the furnishing of 9½ yards of surfacing material of the reasonable value of $1.00 per yard, in the aggregate sum of $9.50; 365½ cubic yards of back fill, of the reasonable value and work of $1.00 per cubic yard, totalling $365.50; and further furnishing of 323 cubic yards of oversized ruble rock at 60¢ per cubic yard, totalling $193.80; the further furnishing of 504 cubic yards of ruble rock at 20¢ per cubic yard, totalling $100.80; the further furnishing of 201½ cubic yards of gravel at $1.20 per cubic yard, totalling $241.80; and the furnishing, in accordance with the contract hereof annexed, of 7500 yards of gravel at $1.00 per yard, making a total of $8411.40.

That all of said material and labor so furnished and provided by the undersigned by and on behalf of the said Elliott & Kidd pursuant to the terms of State Highway Contract No. 1291, project No. 1371 for surfacing on Umpqua Highway in Douglas County, Oregon, Burchard Creek-Paradise Creek Section, East Unit 3.70 Mi. Grading, West Unit 2.28 Mi. Grading.

That said work, labor and services performed by the undersigned and material furnished by the undersigned was all had and done on and between the 15th day July, 1931 and the 7th day of September, 1931 and was solely performed for the purpose of the said Elliott & Kidd being able to perform and performing its contract designated as "State Highway Contract No. 1291", as aforesaid; that claimant has not been paid said sum of $8411.40, or any part thereof, except the sum of $5518.81, leaving a balance due the undersigned in the sum of $3092.59, together with interest thereon at the rate of 6% per annum from the 7th day of September, 1931, and that the foregoing highway contract has been fully completed by said Elliott & Kidd and accepted by said Highway Commission of the State of Oregon on the 1st day of October, 1931, and that a period of six months has not elasped since the completion and acceptance of the work to be performed by said contract.

That the said Elliott & Kidd promised and agreed to pay the claimant the reasonable value for the performance of the additional services rendered and the material furnished by claimant, as aforesaid, and also the amount due under the undersigned's contract. That no part thereof has been paid except as herein stated and said amount is now due and payable.

Dated at Albany, Oregon, this 21st day of October, 1931.

C. C. LIBBY

Endorsed: File No. 1024
Filed October 22, 1931
HAL E. HOSS,
Secretary of State.

STATE OF OREGON)
County of Linn) ss.

I, C. C. Libby, being first duly sworn, on oath, do depose and say:

That I am the claimant named in the foregoing claim and that the facts set forth in the within claim are true as therein stated and that I make this claim for the purpose of collecting the amount therein mentioned from the surety upon the bond of said contractors therein named, or from said contractors, as the case may be.

C. C. LIBBY

Subscribed and sworn to before me this 31st day of October, 1931.

(SEAL)

A. K. MC MANAM
Notary Public for Oregon.
My Commission Expires July 31, 1934.

THIS AGREEMENT, Made and entered into this 16th day of May, 1931, by and between Elliott & Kidd, party of the first part, and C. C. Libby, party of the second part, WITNESSETH;

That whereas, the party of the first part has secured a contract for the construction of a highway in the State of Oregon, known as the Burchard Creek-Paradise Creek Section of the Umpqua Highway, consisting of Grading and Structures between Station 285+40 and Station 601+50, and

Whereas, the party of the second part is desirous of performing a portion of said work between Station 285+40 and Station 601+50, consisting of temporary surfacing of said highway, in accordance with the contract and plans and specifications set forth, and in accordance with the directions of the engineer of said work.

Therefore, in accordance with the covenants and agreements herein contained, the party of the second part hereby agrees to do and perform all the labor and furnish all material, except as hereinafter provided, which is necessary for the completion and construction of said highway as laid out by the engineer in charge; the work to be done in a workmanlike manner to the approval of said engineer and in accordance with the plans, specifications and contract.

In consideration of the promises of the party of the first part herein contained, said parties of the second part hereby agree as follows:

The said parties of the second part will perform and furnish all the labor and all materials necessary, except such materials as are hereinafter mentioned, for the surfacing of said highway, as set out by the stakes, plans and specifications.

The said party of the second part will promptly and fully pay for all labor performed, and for all materials furnished to him in the doing of the work and indemnify and save harmless said party of the first part, his heirs and assigns, from any and all claims and liens of any and all kinds, by reason or on account of such labor or materials.

That the said party of the second part will so safeguard and protect said work as to prevent injuries to persons or property by reason thereof, and will in all respects fully and faithfully comply with all conditions and specifications in said contract, and with all laws and rules of the State of Oregon Highway Department, and of the United States, governing or relating to the performance of said work; and that the said parties of the second part will indemnify and save harmless said parties of the first part from any and all claims and demands and expenses of any and every kind made against him or incurred by him by reason or on account of or in connection with the doing of said work by the said party of the second part.

United States of America

And in consideration of the promises and covenants and agreements of said party of the second part herein contained to be kept and performed by him, said party of the first part promises and agrees to pay the said party of the second part for said work at a rate and in the manner following, to-wit:

Temporary surfacing at $1.00 per cubic yard in place.

All tools required will be furnished by the party of the second part.

Payments for each kind of work will be made on the basis specified for the particular item, and at the rate above mentioned; and the payments shall include all claims of every kind and character, and in full of work done. Payment will be made on the estimate furnished by the engineer in charge of the work at the time same is received by the party of the first part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this instrument, the day and year first above written.

In the presence of us as witnesses:

HOMER F. DICKSON

ELLIOTT & KIDD

By W. C. Elliott

C. C. LIBBY

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by C. C. Libby for labor and materials furnished in the sum of $3092.51, together with interest thereon at 6% from September 7, 1931, against the bond taken from Elliott & Kidd, principal, and United States Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway contract No. 1291, with the original notice filed in the office of the Secretary of State on October 22, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of October, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by C. C. Libby for labor and materials furnished in the sum of $3092.51, together with interest thereon at 6% from September 7, 1931, against the bond taken from Elliott & Kidd, principal, and United States Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway contract No. 1291, with the original notice filed in the office of the Secretary of State on October 22, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of October, A. D. 1931.

Hal E. Hoss

Secretary of State

By Alex Phillips DEPUTY

#1291
Douglas Co

PP142E

October 26, 1931

U. S. Fidelity & Guaranty Company
1206 Porter Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed by Estes Snedecor, Attorney of Portland, Oregon, on behalf of his client the A. B. Osborne Co. Inc. against Elliott & Kidd to whom the State Highway Commission awarded the contract for the grading of the Barnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

This information is given you since you appear as surety on the bond furnished by Elliott & Kidd in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

cc Elliott & Kidd
1272 Willamette Street
Eugene, Oregon

October 26, 1931

Mr. Estes Snedecor
Attorney at Law
Spalding Building
Portland, Oregon

Dear Sir:

Your letter of the 22nd instant addressed to Hal E. Hoss, Secretary of State, inclosing the affidavit of claim of the A. B. Osborne Co. Inc. against Henry Bratt and C. J. Byers, subcontractors under Elliott & Kidd to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County and also in which you request a certified copy of the contract and bond, has been referred to this office for reply.

Complying with your request I am handing you herewith such certified copy of the contract and bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
Inc.

October 26, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

I am returning to you herewith a letter directed to you by Mr. Estes Snedecor, Attorney of Portland, attached to which was an affidavit of the claim of the A. B. Osborne Co., Inc. against Elliott & Kidd in connection with the services rendered on the work of grading the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

I believe that the affidavit was filed with you in conformance with the provisions of Chapter 280 of the Laws of 1931, hence it is being returned. The usual practice of your office is to furnish us with three certified copies of the affidavits of this kind, which will prove satisfactory for our needs.

We are supplying Mr. Snedecor with the certified copy of the contract requested.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
Inc.

E. Hoss
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 24, 1931

State Highway Commission,

Salem, Oregon.

Gentlemen: Attention H. B. Glaisyer, Chief Clerk.

We are enclosing herewith for your attention a letter from Estes Snedecor and application and affidavit from A. B. Osborne Co.,Inc., requesting certified copy of the contract and bond made by Elliott & Kidd as principals and U. S. Fidelity & Guaranty Company, surety, for the construction of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Yours very truly,

Hal E Hoss

Secretary of State.

EL

ANSWERED
H. B. G.

One Hundred Twenty-five Dollars ($125.00).

That the payment for the use of said Caterpillar tractor and the cost of transporting the same to Portland, has not been paid by Bratt & Byers nor by Elliott & Kidd, except the sum of Two Hundred Dollars ($200.00) paid by Elliott & Kidd on July 18, 1931, and a net credit allowance of One Hundred sixty-three and 50/100 Dollars ($163.50) as an agreed adjustment on certain repairs and replacements made by Bratt & Byers, leaving a balance now unpaid on said rental and transportation cost in the sum of Nine Hundred Fifty-six and 50/100 Dollars ($956.50).

That a notice of this claim signed by A. B. Osborne Co. Inc., was presented and filed with the Secretary of State on October 3, 1931 and that copies thereof were mailed on October 2, 1931 to Elliott & Kidd, Contractors, at Elkton, Oregon, and to the U. S. Fidelity & Guaranty Company in care of C. O. Price, Porter Building, Portland, Oregon.

That said claim has not been paid and that A. B. Osborne Co. Inc. desires to prosecute an action against the contractors, Elliott & Kidd, and their surety, U. S. Fidelity & Guaranty Company under the terms and provisions of Sections 49-702 and 67-1101 of Oregon Code 1930.

(Signed) A. B. Osborne

Subscribed and sworn to before me this 22nd day of October, 1931.

(Signed) Estes Snedecor
Notary Public for Oregon
My commission expires: Feb. 5, 1933

NOTARIAL SEAL

STATE OF OREGON,)
) ss
County of Multnomah)

Affidavit for Certified Copy of Bond and State Highway Contract No. 1291

- - - - -

I, A. B. OSBORNE, being first duly sworn, depose and say that I am President of A. B. Osborne Co. Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Oregon and having its principal office and place of business in Multnomah County, Oregon.

That between May 23, 1931 and August 15, 1931, A. B. Osborne Co., Inc., furnished and supplied certain labor and materials for the prosecution of the work undertaken and agreed to be performed by Elliott and Kidd under their contract with the State Highway Commission, No. 1291, for the construction and grading of the Burnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, Oregon, by leasing to Henry Bratt and C. J. Byers as sub-contractors for Elliott & Kidd, one 60 Caterpillar Tractor, Serial No. 4764-A, which tractor was used by said Bratt & Byers between the dates above mentioned in grading said section of the Umpqua Highway between Station 285 +40 and Station 601+50, being that portion of said State Highway Contract No. 1291 sublet by Elliott & Kidd to said Bratt & Byers. That for the use of said Caterpillar tractor, the said Bratt & Byers expressly agreed to pay as rental therefore, the sum of $400.00 for the first month and $450.00 for each succeeding month, and also to replace and repair all broken or worn-out parts and to keep the tractor in good working order at their own expense, and to pay the expense of returning the tractor to Portland, Oregon, after the work had been completed, That said Bratt & Byers as sub-contractors for Elliott & Kidd had the use of and did use said Caterpillar tractor in the prosecution of said grading work from May 23, 1931 to August 15, 1931, at a total rental of Eleven Hundred Ninety-five Dollars ($1195.00), plus the cost of transporting said tractor from said highway job to Portland, Oregon, in the sum of

#1291

PR142E

October 22, 1931

United States Fidelity & Guaranty Co.
C. C. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

This is to notify you that we have received from Marks, McMahan & Lewelling, Attorneys of Albany, Oregon, an affidavit of claim of C. G. Libby against Elliott & Kidd for work, labor and services furnished in connection with the surfacing of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, which claim is in the sum of $3092.51.

This information is given you since you appear as surety on the bond furnished by Elliott & Kidd in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

EEG:FW

cc Elliott & Kidd
1272 Willamette St.
Eugene, Oregon

October 22, 1931

A. K. McMahon
First National Bank Bldg.
Albany, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 21st instant in which you inclose an affidavit of claim of C. C. Libby against Elliott & Kidd in connection with the surfacing of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County. We are placing this affidavit on file.

Very truly yours
STATE HIGHWAY COMMISSION
By

Secretary

[illegible]PW

MARKS, McMAHAN & LEWELLING

WILLARD L. MARKS
ARTHUR E. McMAHAN
L. G. LEWELLING

CLARK S. KENDALL

LAW OFFICES
FIRST NATIONAL BANK BUILDING

ALBANY, OREGON

October 21, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention Mr. Glaisyer:

Herewith I hand you affidavit of C. C. Libby for the purpose of obtaining a certified copy of contract and bond covering the Elliott & Kidd contract, being project No. 1371, Contract No. 1291 for the surfacing of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

I am

Yours truly,

A. K. McMahan

AKM:GAD
Encs.

STATE OF OREGON)
) ss.
County of Linn)

I, C. C. LIBBY, being first duly sworn, on oath, do depose and say:

That I make this affidavit for and on my own behalf for the purpose of obtaining from the Secretary of the State Highway Commission of the State of Oregon a certified copy of a certain contract known as "State Highway Contract on the Umpqua Highway in Douglas County, Oregon, Burchard Creek-Paradise Creek Section, East unit 3.70 Mi. Grading, West unit 2.28 Mi. Grading, 1931", being the project No. 1371, contract No. 1291, contractor, Elliott & Kidd, date of award, May 2, 1931, which said contract was and is for the surfacing of the above sections of the above named highway in Douglas County, Oregon, together with the certified copy of the bond of the United States Fidelity & Guaranty Company, the surety for the contractor upon said contract.

That said contract was entered into by State Highway Commission on the one part and W. C. Elliott and W. B. Kidd, co-partners doing business as "Elliott & Kidd" on the 2nd day of May, 1931.

That said contract was fully completed and accepted by the State of Oregon through its Highway Commission on the 1st day of October, 1931.

That I, C. C. Libby, on, to-wit, the 16th day of May, 1931, made and entered into a contract with the said Elliott and the said Kidd, co-partners doing business as Elliott & Kidd, for the performance of certain work, labor and services, which said work, labor and services were to be furnished, provided and performed by the said Elliott & Kidd for and on behalf of the State of Oregon pursuant to the terms of said State Highway Commission.

That pursuant to the terms of said agreement, I performed services and furnished materials of the aggregate value of $8411.40 and that there has been paid me upon said amount the total sum of $5318.81, leaving a balance due me in the sum of $3092.51, no part of which has been paid, together with interest thereon from the 6th day of September, 1931, at the rate of six per cent per annum.

That the aforesaid work, labor and services so furnished, provided and performed by me was furnished provided and performed by me on and between the 15th day of July, 1931 and the 7th day of September, 1931 and that the foregoing work, labor and services have been completed and accepted and that a period of six months has not elapsed since the date of the completion and acceptance of the work required to be performed by said contract.

E. B. Valey

Subscribed and sworn to before me this 21st day of October, 1931.

A. K. McMahan
Notary Public for Oregon.
My Commission Expires July 31, 1934.

#1291
Douglas Co
PR 142E

October 22, 1951

U. S. Fidelity & Guaranty Co.,
C. C. Price, Resident Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We have received notice that F. L. Brown has a claim against Elliott & Kidd, contractors, to whom the State Highway Commission awarded the contract for the grading of the East and West Units of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, Contract No. 1291. The claim is in the sum of $1155.00 and is for materials furnished in connection with the above described project.

This information is being transmitted to you as you appear as the surety on the bond furnished by the contractors in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Elliott & Kidd,
Eugene, Ore.

October 22, 1951

Mr. Wm. A. Williams, Attorney,
Chamber of Commerce Building,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 20th inst., enclosing affidavit of claim of F. L. Brown against Elliott & Kidd, being in the sum of $1155.00, for materials furnished in connection with the contract awarded to Elliott & Kidd by the State Highway Commission for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County; also enclosing the affidavit of the claim of F. L. Brown against Harmon & Tittle, in the sum of $2250.00, for the rental of a gas shovel, used on the Gate Creek-Mimrod Section of the McKenzie Highway, which contract was awarded to Harmon & Tittle by the State Highway Commission.

Responding to your request, I am enclosing herewith a certified copy of each of these contracts and bonds.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

RECEIVED
OCT 1 1931

Claim of

F. L. Brown

Vs.

W. C. Elliott and W. Kidd, Co-Partners, doing business as Elliott & Kidd, Contractors in Road Work and Highway Building

---

To the State of Oregon:

Notice is hereby given that the undersigned, F. L. Brown has a claim for materials furnished in the sum of $1155.00 against the bond taken from the above named W. C. Elliott and W. Kidd, Co-Partners, Principals and Surety or Sureties upon such bond for the work of highway construction for the use and rental of three certain trucks rented to said Elliott and Kidd, and by them used in the construction of a state highway near Elkton, Douglas County, Oregon.

W. C. Elliott and W. Kidd, as Elliott & Kidd Dr.

In Account With

F. L. Brown.

For use of trucks rented from F. L. Brown in work done on State Highway near Elkton, Oregon, under contract with State Highway Commission:-

To use of one truck from May 26 to Aug. 13, 1931, inclusive, 85 days at $5.00 per day.....	$425.00
To use of second truck from May 28 to Aug. 17,1931, inclusive, 82 days, at $5.00 per day.....	410.00
To use of third truck from June 4 to July 12, 1931, inclusive, 39 days, at $5.00 per day.....	195.00
To damages caused by negligent use of above trucks, requiring necessary repairs thereto over and above necessary wear and tear.....	125.00
Total.....	$1,155.00

State of Oregon,)
County of Multnomah) ss.

I, F. L. Brown, being first duly sworn, depose and say that I am the claimant above named, and that the trucks above mentioned were supplied by me to said firm, Elliott & Kidd, and used by them in the prosecution of said work, and that payment

for the same has not been made; and that said construction work on said highway was completed in September, 1931, and thereupon accepted by the Highway Commission of said state.

T. L. Brown

Subscribed and sworn to before me this 20th day of October, A.D. 1931.

Wm. F. McNary.

Notary Public for Oregon.

My commission expires October 15, 1932.

Wm. A. Williams
Attorney and Counselor
at Law
Chamber of Commerce Bldg.
Portland, Oregon

October 20, 1931

State Highway Commission,
Salem,
Oregon.

Dear Sirs:

I hand you herewith the following claims as embraced in notices filed with the Secretary of State in favor of F. L. Brown for machinery furnished in the prosecution of highway work in the State of Oregon, with his affidavits supporting his claims:

1.- F. L. Brown vs. Elliott & Kidd.....$1155.00

2.- F. L. Brown vs. Harmon & Tittle, balance.....$2250.00

Will you please send me a copy of the contract and bond in the above matter?

Yours Truly,

Wm. A. Williams.

Wm. A. Williams.

W/M.

RECEIVED
OCT 21 1931

ANSWERED
H. B. G.

#1291
Douglas Co

PP142E

October 21, 1931

U. S. Fidelity & Guaranty Co.,
C. G. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We have received notice of claim, a copy of which is enclosed, from Feenaughty Machinery Co., against Elliott & Kidd, contractors, to whom the State Highway Commission awarded the contract for the grading of the East and West Units of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, for rental on equipment and replacement items on equipment used by F. L. Brown, subcontractor under Elliott & Kidd. This Contract is State Highway Contract #1291.

This information is being given you as you appear as surety on the bond of Elliott & Kidd in connection with the above described project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MJ

CC Elliott & Kidd,
Eugene, Ore.

October 20, 1931

Fecnaughty Machinery Co.,
524 Belmont St.,
Portland, Oregon.

Gentlemen:

We are in receipt of your letter of October 19th, in which you enclose copy of notice of claim against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County; said claim being in the sum of $3,338.09 for rental on equipment and replacement items on equipment used by F. L. Brown, sub-contractor under Elliott & Kidd.

Said notice is being filed for future reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

...WITHOUT NOTIC... ...ES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES ...DENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

W. O. FEENAUGHTY, PRESIDENT & MGR
D. J. FEENAUGHTY, VICE PRESIDENT
J. I. OVERMAN, SEC'Y. & SALES MGR
M. B. MACK, MGR. AGRICULTURAL DEPT

ROAD GRADERS
ROAD SCRAPERS
ROAD PLOWS
CRAWLER TRACTORS
POWER SHOVELS
DIESEL ENGINES
CONCRETE MIXERS
THRESHING MACHINES
STEAM ENGINES
GAS ENGINES
SAW MILLS
AUTO TRUCKS

Feenaughty Machinery Co.

MANUFACTURERS AND JOBBERS IN
ROAD AND STREET BUILDING MACHINERY
CONTRACTORS ROCK AND EARTH HANDLING EQUIPMENT
FARM AND SAW MILL MACHINERY

324 BELMONT STREET

PORTLAND, OREGON
October 19, 1931

Oregon State Highway Commission,
Salem,
Oregon

Gentlemen:

We are enclosing claim against the contract of Elliott and Kidd on the Main-Reedsport Highway for rental on equipment and replacement items on equipment as used by F. L. Brown sub-contractor.

Will you kindly acknowledge receipt of same and take notice of same in making settlement.

Yours very truly,
FEENAUGHTY MACHINERY COMPANY

W. O. Feenaughty
President

WOF:G

STATEMENT

PORTLAND, OREGON October 16 1931

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

F. L. Brown,

Elkton

Oregon

Remit in Portland or Chicago Exchange

1931			
May 26	Inv. #2304		
	1 - Bates 45 Rent 5/26 to 6/26/31	440.00	
	1 - Bates 30 " " " "	415.00	855.00
21	Inv. #2336		
	2 - Throop Scrapers Rent 5/26 to 6/26/31		80.00
June 25	Inv. #3129		
	1 - D2115 Truck Idler Wheel		15.00
June 26	Inv. #3142		
	1 - Bates 45 Rent 6/26 to 7/26/31	440.00	
	1 - Bates 30 " " " "	415.00	
	2 - Throop Scrapers" " "	80.00	935.00
July 15	Inv. #3537 Add'l charges on Inv. #3129		6.80
16	Inv. #3654 Freight on Throop Scraper to Portland		5.76
26	Inv. #3894		
	1 - Bates 45 Rent 7/26 to 8/26/31	440.00	
	1 - Bates 30 " " " "	415.00	
	1 - Throop Scraper " " "	40.00	895.00
25	Inv. #3990 - Repairs to Throop Scraper returned		39.30
	1 - Qt. gray paint .90		
	2 - 1/4 x #1 Grease Cups @ .15 .30		
	1 - Pair Fresno shoes 8.60		
	Repairing Fresno Pan 11.30		
	Compressor 2 Hrs. @ .25 .50		
	8 - Trips of truck to Mach. Shop @ .50 1.00		
	Labor - 15 Hours @ 1.50 22.50		
	39.30		
July 6	Inv. #3869		
	2 - D2139 Crawler guide roller	1.30	
	1 - 35-725 Dust Shield	4.20	
	Welding Equaliser Bar	15.60	
	3 - Distributor brushes	.60	
	Brake lining	10.40	
	2 - 1/2 x 1 Cap Screws	.15	
	1 - Box rivets	.25	32.50
Sept. 10	Inv. #4997 - Repairs and labor repairing Bates Tractor #3033		
	Weld and straighten main frame, 2 broken brackets, clutch shaft and gas tank bracket	34.35	
	Refacing eight valves	1.00	
	Grinding 4 cylinders and pistons-fittings rings and pistons and aligning pistons to con rods	80.30	
	Burning Torch 2½ hours @ 1.00	2.50	
	Compressor 6½ hours @ .25	1.63	
	Press and truck 1 hour	3.50	
	C. R. Steel	1.25	
	5 - Gal. kerosene @ .16½	.83	
	1 - Steel Plate 10 x 30 x 96	3.95	
	1½ - 3/8 x 1-1/4 rivets	.26	
	1 - #6308 bearing	4.25	
	4 - #21 Woodruff keys	.20	
	6 - 5/8 x 3 rivets	.15	
	Grind shaft to fit bearing	2.45	
	4 - 5/4 x 3-1/2 Machine bolts	.42	

STATEMENT

PORTLAND, OREGON Oct. 15, 192[illegible]

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

F. L. Brown

Elkton, Oregon

Remit in Portland or Chicago Exchange

Sept. 10	Inv. #4497 (Cont'd)			
		Weld two castings	8.45	
	1 -	#4445 Gas strainer	1.90	
	1 -	Headlight lens	.45	
		Labor repairing magneto	5.00	
	1 -	Dist. Board	2.65	
	1 -	Collector	1.70	
	6 -	Brushes	.60	
	8 -	Breaker springs	.15	
	1 -	Bearing	1.60	
	1 -	Pr. Butt Hinges	.25	
	1 -	Box machine screws	.25	
	1 -	Box 1/4" Hex nuts	.75	
		Lock washers	.20	
		Straighten two spiders	16.85	
		Weld draw bar	1.85	
	1 -	6 Volt Generator repaired	12.65	
	1 -	6 Volt Ammeter	3.10	
		Charging Battery	.60	
	1 -	#5810 Clutch plate	8.40	
	4 -	#146A " pins @ 1.20	4.80	
	2 -	D1510 Sprockets @ 39.40	68.80	
	2 -	D215B Main Drive Gear @ 55.80	111.60	
	1 -	D2115 Front idler inside	13.00	
	1 -	D8236 Clutch housing	36.00	
		Labor 207 hours @ 1.50	310.50	
		Machine labor 5 hours @ 1.75	8.75	749.92
			Total charges	$3,610.78

Credits

Oct. 6	Bates 50	Returned	8/15	Rent	Credit	2/3	Mo.	166.00
6	Throop Sepr.	"	7/10	"	"	1/2	"	20.00
6	" "	"	8/15	"	"	1/3	"	15.33
6	Bates 45	"	8/21	"	"	1/6	"	75.33
								272.66
								$ 3,338.08

TO THE STATE OF OREGON, AND
THE STATE HIGHWAY COMMISSION of
the State of Oregon:

NOTICE IS HEREBY GIVEN, THAT THE undersigned, Feenaughty Machinery Company, a corporation, organized under the laws of the State of Oregon, with its principal office at 324 Belmont Street, Portland, Oregon, has a claim for the rental of equipment and machinery, particularly two Bates Tractors and two Throof Scrapers, and for labor and material furnished in the replacement and repair of said equipment, performed and furnished in the sum of Three Thousand Three hundred Thirty-eight and 09/100 Dollars ($3,338.09), against Elliott & Kidd, Contractors and principals in the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said Elliott & Kidd on the Drain-Reedsport Highway, and against the surety on the bond of the said Elliott & Kidd, to-wit, The United States Fidelity & Guaranty Company, a corporation, which said equipment was furnished to F. L. Brown, a sub-contractor and agent of the said Elliott & Kidd, and which material and equipment, labor and replacement of the same was furnished to the said F. L. Brown as subcontractor of the said Elliott & Kidd for the work of grading.

and an itemized statement of said claim is attached hereto.

Dated, October 19 1931.

FEENAUGHTY MACHINERY COMPANY

By W. R. Feenaughty

President.

PR 142 E

October 20, 1951

Marks, Nulhahon & Lewelling, Lawyers,
First National Bank Building,
Albany, Oregon.

Gentlemen:

In response to your telephone request of this date, I wish to inform you that the contract awarded to Elliott & Kidd of Eugene for the grading of the Burnhard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract #1201, was completed by the contractor on October 1, 1951.

This date is also considered as the date of acceptance on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1298

October 19, 1951

Marks, McMahan & Lovelling, Lawyers,
First National Bank Building,
Albany, Oregon.

Attention of Mr. A. E. McMahan.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 16th instant, in which you request a certified copy of the contract and bond of Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the East and West Units of the Burchard Creek-Paradise Creek Section on the Umpqua Highway in Douglas County.

Our usual procedure is to furnish a copy of the contract and bond upon the receipt of an affidavit; however, we are mailing you herewith the certified copy and would ask that you mail us promptly the required affidavit so that our records will be complete.

There will be no charge for the certified copy.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

MARKS, McMAHAN & LEWELLING

WILLARD L. MARKS
ARTHUR E. McMAHAN
L. G. LEWELLING

CLARK S. KENDALL

LAW OFFICES
FIRST NATIONAL BANK BUILDING

ALBANY, OREGON

October 16, 1931.

RECEIVED
OCT 17 1931

State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention Mr. Glaisyer, Chief Clerk:

We are representing Mr. C. C. Libby who had a subcontract from Elliott & Kidd for doing a portion of the work on the Burchard Creek-Paradise Creek section of the Umpqua Highway consisting of grading and structures between Station 285-40 and Station 601-50. There is a large balance due upon Mr. Libby's subcontract and we do not have the necessary information to prepare the affidavit to obtain the certified copy of contract and bond.

Heretofore, upon our request, you have given us a copy of the contract and bond upon payment therefor and we afterwards filed the affidavit. If this can be repeated, we will promptly pay the costs thereof and then mail you the necessary affidavits. We would appreciate your very early attention to this matter.

Very truly yours,

MARKS, McMAHAN & LEWELLING,

By A. K. McMahan

AKM:GAD

#1291
Douglas Co
PR1428

October 17, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 16th instant in which you inclose a certified copy of the notice of claim filed by Mr. R. J. O'Neil for labor and use of power grador in the sum of $457.15 in connection with the contract awarded to Elliott and Kidd for the grading of the Rock Creek-Paradise Creek Section of the Umpqua Highway, contract No. 1291.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

October 17, 1931

United States Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim of Mr. R. J. O'Neil for labor and use of power grader in the sum of $457.15 in connection with the contract awarded Elliott and Kidd for the grading of the Burchard Creek-Paradise Creek Section of the Coquus Highway, state highway contract No. 1291.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc Elliott and Kidd
1272 Willamette Street
Eugene, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
OCT 17 1931
OREGON
STATE HIGHWAY COMMISSION

October 16, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Mr. R. J. O'Neil, Route 1, Eugene, Oregon, for labor and use of power grader in the sum of $457.15 against the bond taken from Elliott and Kidd, principals, and United States Fidelity & Guaranty Company, surety, for work of grading between Elkton and Scottsburg, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of these copies and oblige

Yours very truly,

Hal E Hoss

EL:HM
encs.

Secretary of State.

COPY

United States of America

STATE OF OREGON

Route 1, Eugene, Oregon

October 15, 1931.

State of Oregon
Salem, Oregon
Attn: Secty of State

Notice is hereby given that the undersigned, R. J. O'Neil has a claim for labor and the use of power grader in the sum of FOUR HUNDRED FIFTY SEVEN AND 15/100 Dollars ($457.15) against the bond taken from the United States Fidelity and Guaranty Company on behalf of Elliott and Kidd for the work of grading between Elkton and Scottsburg, Oregon

R. J. O'NEIL
R. J. O'Neil

Endorsed: File No. 1018
Filed October 16, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by R. J. O'Neil for labor and use of power grader in the sum of $457.15 against the bond taken from Elliott & Kidd, principals, and United States Fidelity & Guaranty Company, surety, for the work of grading between Elkton and Scottsburg, Oregon, with the original notice filed in the office of the Secretary of State on October 16, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 16th day of October, A. D. 19 31.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by R. J. O'Neil for labor and use of power grader in the sum of $457.15 against the bond taken from Elliott & Kidd, principals, and United States Fidelity & Guaranty Company, surety, for the work of grading between Elkton and Scottsburg, Oregon, with the original notice filed in the office of the Secretary of State on October 16, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 16th day of October, A. D. 19 31

Hal E Hoss

Secretary of State

PP142E

October 15, 1931

Feenaghty Machinery Company
324 Belmont Street
Portland, Oregon

Attention: W. C. Feenaghty

Gentlemen:

Reply is made to your letter of the 13th instant concerning the contract awarded to Elliott & Kidd for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, state highway contract No. 1291.

Our records show that the West Unit of this contract was completed on August 31, 1931 but we are unable to ascertain the date of completion of the East Unit of the contract at the present time but will be glad to give you this information at a later date upon request. We anticipate that the final estimate will be received in this office within a short time, however, and that final payment will be made in about a month.

Referring to the last paragraph of your letter, Mr. Klein has asked me to thank you for your expression on his reappointment as State Highway Engineer, which is much appreciated.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

Completed Aug 31, 1931

Total paid to date
68,532.57

Retained
2,119.56

Final payment will be made in about a month

AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

City Machinery Co.
MANUFACTURERS AND JOBBERS IN
ROAD AND STREET BUILDING MACHINERY
CONTRACTORS ROCK AND EARTH HANDLING EQUIPMENT
FARM AND SAW MILL MACHINERY
14 BELMONT STREET
PORTLAND, OREGON

October 13, 1931

#1291

RECEIVED
OCT 14 1931
OREGON
STATE HIGHWAY COMMISSION

r,

r up for settlement on the
nd Kidd on the Drain-Reedsport Highway.

They told us several weeks ago that they would be through in a few days on this job when settlement would be made. We don't seem to be able to get any reply from them at the present time.

If I am not imposing on you too much, would you kindly let me know if this job is completed and settlement made with them. I assure you that I will appreciate your courtesy in giving me this information.

At the same time, let me congratulate you on your reappointment as State Highway Engineer.

Yours very truly,
PENNAUGHTY MACHINERY COMPANY

W. F. Pennaughty
President

WCF:G

ANSWERED
H. B. G:

...IONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

W. O. FEENAUGHTY, PRESIDENT & MGR
D. J. FEENAUGHTY, VICE PRESIDENT
J. I. OVERMAN, SECY & SALES MGR.
M. B. MACK, MGR. AGRICULTURAL DEPT.

ROAD GRADERS
ROAD PLOWS
CRAWLER TRACTORS
POWER SHOVELS
DIESEL ENGINES
CONCRETE MIXERS
THRESHING MACHINES
STEAM ENGINES
GAS ENGINES
SAW MILLS
AUTO TRUCKS

Feenaughty Machinery Co.

...FACTURERS AND JOBBERS IN
...AD AND STREET BUILDING MACHINERY
...S ROCK AND EARTH HANDLING EQUIPMENT
FARM AND SAW MILL MACHINERY

324 BELMONT STREET

PORTLAND, OREGON

October 13, 1931

#1291

RECEIVED
OCT 14 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy L. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

We have a matter up for settlement on the contract of Elliott and Kidd on the Drain-Reedsport Highway.

They told us several weeks ago that they would be through in a few days on tnis job when settlement would be made. We don't seem to be able to get any reply from them at the present time.

If I am not imposing on you too much, would you kindly let me know if this job is completed and settlement made with them. I assure you that I will appreciate your courtesy in giving me this information.

At the same time, let me congratulate you on your reappointment as State Highway Engineer,

Yours very truly,
FEENAUGHTY MACHINERY COMPANY

W. O. Feenaughty
President

WOF:G

ANSWERED
H. B. G:

Form 30—F-21635—5M—6-31

pf 142E

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct. 10th. 1931, 193

Job name Burchard-Paradise Creek. Elliott & Kidd -Contrs.

Week from Oct. 4th. to 10th.

Mail address Scottsburg Oregon.

Highway Umpqua

Telegraph or telephone address

County Douglas Job prefix 10-P.S

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractors finished "cleaning up" last week.

The final on the West unit was forwarded to Salem Monday.

The party spent one day in the filed on remeasurements on the East Unit which completed all field work. The balance of their time was spent in the office computing yardage.

Applegate and self spent a day and a half running a hub line on Hinsdale property to be used as a base line for bridge data.

(See back of this sheet for instructions and detailed information)

Signed E. M. Booth.

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project ..... 5.98 .....

Miles completed ..... 5.98 .....

Miles completed except finishing .....

Total cubic yards in project ..... 138,500 .....

Cubic yards moved to date ..... 138,500 .....

Miles covered by contractor's forces .....

Miles cross-sectioned ..... 5.98 .....

Miles cross-sections completed and checked ..... 5.98 .....

Miles to be remeasured ..... 0.00 .....

Number men in Engineering Party ..... 5 .....

Contractor's average force for week ..... 0.00 ..... *men,*

..... 0 ..... *teams,* ..... 0 ..... *steam shovels*

Grading work will be completed about ..... Sept. 1st. .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1291
PR 142E

October 6, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the third instant in which you inclose three certified copies of the notice of claim which has been filed by A. B. Osborne Co. Inc., which claim is a revised one, against Elliott & Kidd for labor and materials furnished in the sum of $956.50 in connection with the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, contract No. 1291.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

October 6, 1931

United States Fidelity & Guaranty Co.
1208 Porter Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the revised notied of claim of A. B. Osborne Co., Inc., for labor and materials furnished in the sum of $956.50 to Elliott & Kidd in connection with the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, contract no. 1291.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc Elliott & Kidd
1272 Willamette Street
Eugene, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 3, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Estes Snedecor, Attorney, Portland, Oregon, and filed as of this date, a revised notice of claim by A. B. Osborne Co. Inc., for labor and materials furnished in the sum of $956.50 against the bond taken from Elliott & Kidd, principals, and U. S. Fidelity & Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, contract No. 1291.

We are enclosing herewith for your information and files a certified copy of this claim together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of these copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Lindsay

RECEIVED
OCT 6 1931
OREGON
STATE HIGHWAY COMMISSION

United States of America

STATE OF OREGON

Hon. Hal E. Hoss,
Secretary of State of Oregon,
Salem, Oregon;

Messrs. Elliott & Kidd,
Contractors,
Elkton, Oregon;

U. S. Fidelity & Guaranty Co., Surety,
c/o C. O. Price,
Porter Building,
Portland, Oregon.

REVISED
NOTICE OF CLAIM
for $956.50

Re State Highway Contract
No. 1291

Notice is hereby given that the undersigned, A. B. OSBORNE CO. INC., of Portland, Oregon, has a claim for labor performed and materials or provisions furnished in the form of rentals and repairs and replacements which Henry Bratt and C. J. Byers as sub-contractors agree to pay for the use of a 60 Caterpillar Tractor, Serial No. 4764-A in grading said highway under the Bratt & Byers sub-contract, in the sum of $956.50 against the bond taken from Elliott & Kidd, as principals and U. S. Fidelity & Guaranty Company as surety for the construction and grading ofa State Highway known as the "Burchard Creek-Paradise Creek" section of the Umpqua Highway in Douglas County, Oregon, consisting of grading and structures between Station 285+40 and Station 601+50, being State Highway Contract No. 1291.

DATED at Portland, Oregon, this 2nd day of October, 1951.

A. B. OSBORNE CO. INC.,

By ESTES SNEDECOR
Its attorney

Messrs. Elliott & Kidd, Contractors,
Messrs. Bratt & Byers, Sub-contractors,
in account with
A. B. OSBORNE CO. INC.
Portland, Oregon.

To stipulated monthly rental on 60 Caterpillar tractor, Serial No. 4764-A from May 25, 1951 to August 15, 1951,		$1195.00	
Cost of transportation of tractor from highway job to Portland,		125.00	
		$1320.00	
Less amo nt received from Elliott & Kidd,		200.00	$1120.00
Agreed adjustment on repairs and replacements with Bratt & Byers,	$180.50		
Less costs incurred by Calkins & Calkins on foreclosure of lien,	17.00		163.50
			$ 956.50

Endorsed: File No. 1012
Filed October 5, 1951
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of revised notice of claim by A. B. Osborne Co. Inc. for labor and materials furnished in the sum of $956.50 against the bond taken from Elliott & Kidd, principals, and U. S. Fidelity and Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, Oregon, State Highway contract No. 1291, with the original notice filed in the office of the Secretary of State on October 3, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 3rd day of October, A. D. 1931.

Hal E Hoss

Secretary of State

Form 30—F-21685—5M—8-31

PP 14 E

NOTEL

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept.26/31, 193...

Job name Burchard-Paradise Creek — Week from Sept.20 to Sept.26

Elliott & Kidd-Contrs. — Mail address Scottsburg Oregon

Highway Umpqua — Telegraph or telephone address

County Douglas — Job prefix 10-P S — Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractors still have two men on the job on finishing. They spent all week on the drain ditch between stations 365 50 to 369 50. There is still about five days work on miscel. burning and ditching.

The party spent one day in the field on remeasurements and the balance of the week in the office figuring yardage and working up the mass. The West unit should be completed and forwarded to Salem the later part of next week.

NOTED
E. A. C...

RECEIVED
SEP 1931

(See back of this sheet for instructions and detailed information)

Signed E. M. Booth

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 5.98

Miles completed 5.98

Miles completed except finishing 5.98

Total cubic yards in project 138,500

Cubic yards moved to date 138,500

Miles covered by contractor's forces .....

Miles cross-sectioned 5.98

Miles cross-sections completed and checked 3.0

Miles to be remeasured 0

Number men in Engineering Party 5

Contractor's average force for week 2 *men,*

0 *teams,* 0 *steam shovels*

Grading work will be completed about Sept. 30

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

#1291

PR 142E

September 15, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: William Esch

Dear Sirs:

This is to acknowledge receipt of your letter of the 12th instant in which was inclosed three certified copies of the notice of claim of A. B. Osb[illegible] Co., Inc. for labor and materials furnished subcontractors under Elliott & Kidd. Said materials, amounting to $1525.83, were used on the Burnbard Creek-Paradise Creek Section of the Coquus Highway in Douglas County.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HHS:FW

September 15, 1931

U. S. Fidelity & Guaranty Co.
1206 Porter Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim of the A. B. Osborne Co. Inc. for labor and materials furnished Bratt & Byers, sub-contractors under Elliott & Kidd for the work on the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, said claim being in the sum of $1525.83.

This information is given you as you appear as surety on the bond furnished by Elliott & Kidd in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc Elliott & Kidd
1272 Willamette Street
Eugene, Oregon

...1088
Secretary of State

C. N. LAUGHLIN,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
SEP 15 1931
OREGON
STATE HIGHWAY COMMISSION

September 12, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Estes Snedecor, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by A. B. Osborne Co. Inc. for labor and materials furnished Bratt & Byers, sub-contractors, in the sum of $1525.83 against the bond taken from Elliott & Kidd, principals, and U. S. Fidelity and Guaranty Company, surety, for work on the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291.

We are enclosing herewith for your information and files a certified copy of this notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Lobley

HM
enc.

Hon. Hal E. Ross,
Secretary of State of Oregon,
Salem, Oregon;

Messrs. Elliott & Kidd,
Contractors,
Elkton, Oregon;

U. S. Fidelity & Guaranty Co., surety,
c/o C. O. Price,
Porter Building,
Portland, Oregon.

NOTICE OF CLAIM
FOR $1525.63

Re State Highway Contract
No. 1231.

Notice is hereby given that the undersigned, A. B. OSBORNE CO. INC., of Portland, Oregon, has a claim for labor performed and materials or provisions furnished in the form of rentals and repairs and replacements which Henry Bratt and C. J. Byers as sub-contractors agreed to pay for the use of a 60 Caterpillar Tractor, Serial No. 4764-A in grading said highway under the Bratt & Byers sub-contract, in the sum of $1525.63 against the bond taken from Elliott & Kidd as principals and U. S. Fidelity & Guaranty Company as surety for the construction and grading of a State Highway known as the "Burchard Creek - Paradise Creek" section of the Umpqua Highway in Douglas County, Oregon, consisting of grading and structures between Station 285+40 and Station 631+50, being State Highway Contract No. 1231.

DATED at Portland, Oregon, this 11th day of September, 1931.

A. B. OSBORNE CO. INC.,

By ESTES SNEDECOR

Endorsed: File No. 1006
Filed September 12, 1931
HAL E. ROSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by A. B. Osborne Co. Inc. for labor and materials furnished Bratt & Byers, sub-contractors, in the sum of $1525.83 against the bond taken from Elliott & Kidd, principals, and U. S. Fidelity & Guaranty Company, surety, in connection with the construction of the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291, with the original notice filed in the office of the Secretary of State on September 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of September, A. D. 19 31.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by A. B. Osborne Co. Inc. for labor and materials furnished Bratt & Byers, sub-contractors, in the sum of $1525.83 against the bond taken from Elliott & Kidd, principals, and U. S. Fidelity & Guaranty Company, surety, in connection with the construction of the Burchard Creek-Paradise Creek section of the Umpqua Highway in Douglas County, State Highway Contract No. 1291, with the original notice filed in the office of the Secretary of State on September 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of September, A. D. 19 31.

Hal E Hoss

Secretary of State

#1-28.E

PR 142 E

September 8, 1931

Mr. Wm. A. Williams,
Attorney at Law,
Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 7th inst., enclosing a statement of the claim of F. L. Brown against Elliott & Kidd, to whom the State Highway Commission awarded the contract for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract #1281.

In connection with this contract, Elliott & Kidd were required to furnish the State with a surety bond for the protection of claims incurred against this project. This bond is offered as protection for the claim of Mr. Brown.

It is suggested that the matter be taken up with the agents for the surety company, and also that notice be filed with the Secretary of State, in accordance with the provisions of the Oregon statutes. The bond was written by the U. S. Fidelity & Guaranty Co., for whom C. O. Price is local agent, with offices in the Porter Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Wm. A. Williams
Attorney and Counselor
at Law
Chamber of Commerce Bldg.
Portland, Oregon

September 8, 1931

U. S. Fidelity & Guaranty Co.,
% C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of notice of claim that has been filed in this office by Wm. A. Williams, Attorney of Portland, for F. L. Brown, being Mr. Brown's claim against Elliott & Kidd for services rendered them in connection with the contract awarded to them by the State Highway Commission for the grading of the Burchart Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, State Highway Contract #1291. The amount of the claim is $1155.00, and is for truck rental.

This information is given you as you appear as surety on the bond furnished by Elliott & Kidd in connection with this work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ
CC Elliott & Kidd
Eugene, Oregon

PHONE--ATWATER 0488

Wm. A. Williams
Attorney and Counselor at Law
Chamber of Commerce Bldg.
Portland, Oregon

RECEIVED
SEP 8 1931
OREGON
STATE HIGHWAY COMMISSION

September 7, 1931.

State High-Way Commission,
Salem,
Oregon.

Dear Sirs:

In behalf of Mr. F. L. Brown, I hand you herewith his account against Elliott & Kidd, contractors under your honorable body in high-way building near Elkton, Oregon.

With the understanding that you protect sub-contractors and others who deal with contractors engaged by you in State High-Way work, Mr. Brown trusts that you will give this matter favorable action.

If there is further proof or different form of procedure required by your honorable Board in such matters, I will be glad to comply with your requirements.

Will you kindly let me hear from you?

W/M.

Very Truly Yours,

Wm. A. Williams.

ANSWERED
H. B. G.

PHONE--ATWATER 0488

Wm. A. Williams
Attorney and Counselor
at Law
Chamber of Commerce Bldg.
Portland, Oregon

F. L. Brown

vs.

W. C. Elliott and W. Kidd, Co-Partners, doing business as Elliott & Kidd, Contractors in Road Work and High-Way Building.

- - - - - - - -

W. C. Elliott and W. Kidd, as Elliott & Kidd — Dr.

In Account With

F. L. Brown.

For use of trucks rented from F. L. Brown in work done on State High-Way near Elkton, Oregon, under contract with State High-Way Commission:-

To use of one truck from May 26 to Aug. 13, 1931, inclusive, 85 days, at $5.00 per day, ...	$425.00
To use of second truck from May 28 to Aug. 17, 1931, inclusive, 82 days, at $5.00 per day.....	410.00
To use of third truck from June 4 to July 12, 1931, inclusive, 39 days, at $5.00 per day.....	195.00
To damages caused by negligent use of above trucks, requiring necessary repairs thereto over and above necessary wear and tear.....	125.00
Total.....	$1155.00

PHONE--ATWATER 0488

Wm. A. Williams
Attorney and Counselor
at Law
Chamber of Commerce Bldg.
Portland, Oregon

State of Oregon)
) ss.
County of Multnomah)

I, Myra Brown, of lawful age, being first duly sworn, depose and say that I am the wife of F. L. Brown above named and am fully cognizant of all the matters set forth in the above statement of account and know that the same is true and correct in every respect, and that no payment, whatever, has been made on account thereof.

Myra L. Brown

Subscribed and sworn to before me this 7th day of September, 1931.

Wm. A. Williams
Notary Public for Oregon.

My Commission expires 10-15-32.

#120
Slough

PRIKE

September 8, 1931

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

PROJECT AGREEMENT

THE FEDERAL AID ROAD ACT

Gentlemen:

You are hereby notified that State Highway Contract No. 1226 for the construction of a bridge over Weatherly Creek on the [illegible] Highway in Douglas County, has been completed by the contractor, C. E. Pierce and that final settlement will be made by the State with said contractor for work done under said contract on or after September 18th, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with the above contract will be $11,292.57 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Appr 9930

Form P. R. 2

EMERGENCY
FEDERAL AID

State Oregon

Project No. 142, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8618

Form P. R. 4

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of June, 1931

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of May, 19 31, a project statement, which was approved by the Secretary on the 23rd day of May, 19 31, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of April, 19 31, and approved by the Secretary on the 14th day of July, 19 31; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty thousand, eight hundred thirty-six and 50/100

dollars ($50,836.50) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

R. A. Ellis
Division Engineer

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $50,836.50, which may be provided in whole or in part from the
(Include amount, date, and citation of
State's apportionment of "Advance Funds" under the Emergency Act of December 20,
act of legislature by which authorized)
1930 (Public No. 559 - 71st Cong.), and any part thereof not provided from such
"Advance Funds" shall be met from Chap. 175, Laws of 1917, and Chap. 81, Laws of
[redacted] 1920.
(Include amount, date, and citation of statute
by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by

(State how placed under direct control of Highway Department)

*(c)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 25+40 at the east end of Section C of said project in the W.½ of Sec. 15, T. 22 S., R. 9 W., W.M., and survey station 601+50 in Lot 3 of Sec. 4, T. 22 S., R. 8 W., W.M.,

terminal points, a distance of 5.226 miles, known locally as the Burchard Creek - Paradise Creek section of the Umpqua Highway between Drain and Scottsburg, Douglas County, being Oregon Emergency Federal Aid Project No. 142, Section E, consisting of 5.057 miles of roadway and one bridge of more than 20 ft. clear span 0.029 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ..... which may be provided in whole or in part from the

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1938, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $88,687.50, Federal Aid $44,343.75; one bridge, approved estimate $12,985.50, Federal Aid $6,492.75.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section K of said project shall not in any event exceed the sum of fifty thousand, eight hundred thirty-six and 50/100 dollars ($ 50,836.50), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred one thousand, six hundred seventy-three and 00/100 dollars ($ 101,673.00), the approved total estimated cost of Section K of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____
(Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927
(Include reference to statute authorizing

_____
funds and probable amount annually available)

_____

_____

_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6618

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(*b*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 16th day of July, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL] By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL] _____ Acting Secretary of Agriculture.

8-3518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 385+40 at the east end of Section C of said project in the W.½ of Sec. 15, T. 22 S., R. 6 W., W.M., and survey station 601+50 in Lot 3 of Sec. 4, T. 23 S., R. 6 W., W.M., locally known as the Deerhead Creek — Paradise Creek section of the Empire Highway between Drain and Scottsburg, Douglas County, and designated in the records of this Department as Project No. Emergency Federal Aid Section B 142 /, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $101,875.00 Section B of as the total estimated cost of said project, and the sum of $ 50,936.50 as the share of the United States, payable under said acts on account of such project, which does not exceed Section B of authorized Federal pro rata share the / percent of said total estimated cost.

Done at the city of Washington, this 16th day of July one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

Asst R. N. Merrill
Acting Secretary of Agriculture.

8—4520

FORM E.S.1 F.20048 500 1-31

COMMISSIONERS
M. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. S. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

July 28, 1931

NOTED
State Highway Engineer
7/31/31

Elliott and Kidd
1272 Willamette St.
Eugene, Oregon

File 10 P8

Gentlemen:

Progress to date on your Burchard-Paradise grading contract indicates that you will not be able to complete on time with your present methods and equipment. The completion date specified whether the contract covers one or both units is August 31, 1931. Since your shovel started on May 21, you have moved approximately 48% of the yardage in 74% of the time, and are now approximately 30,000 yards behind schedule.

As you know, on September 1, 1931, the emergency federal aid available to this state will end. It is extremely important that this project be pushed at this time so that the full amount of federal aid may be collected by the state. The department finances have been planned with this expectation in view. Please be advised that it is the Commission's purpose to rigidly enforce the penalty of $100.00 per day on each of the two projects you have under contract in case they are not completed by August 1. The collection of this penalty will not begin to compensate the state for its loss should the job not be completed on time. Your average rate of progress indicates a probable overrun of 28 days.

You have been informed that you could haul across Weatherly Creek bridge on August 5. You should, therefore, immediately make such plans and secure such additional equipment as may be necessary to completely finish the grading and surfacing on both sections on or before August 31. Please advise me at your early convenience what plans you have made to secure this end.

For one thing, you should immediately start a large sized finishing gang to work, so that the grade will be ready to receive the temporary surfacing. We must secure a good finish on this job and lack of time will not be accepted as an excuse for failure to secure such a good finish as will meet approval of the Bureau of Public Roads Engineers.

How soon do you expect your surfacing contractor will start production of gravel?

Very truly yours

RAC:EF
cc R.A.Klein
cc L. M. Booth

E. A. Collier
Division Engineer

PROGRESS CHART

GRADING

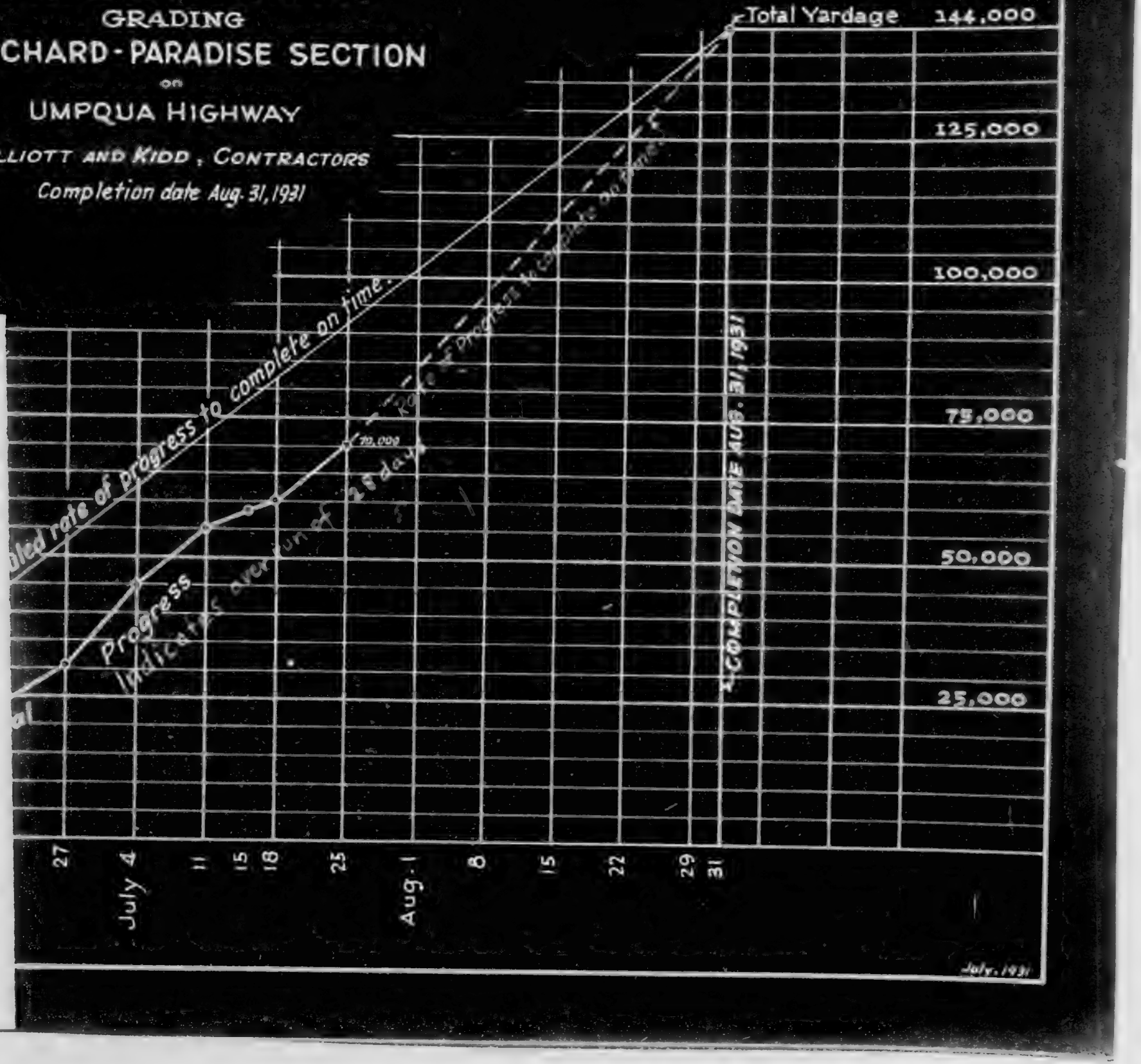
BURCHARD - PARADISE SECTION

on

UMPQUA HIGHWAY

ELLIOTT AND KIDD, CONTRACTORS

Completion date Aug. 31, 1931



PROGRESS CHART

GRADING

BURCHARD - PARADISE SECTION

OF

UMPQUA HIGHWAY

[illegible], CONTRACTORS

[illegible] Aug 31/[illegible]

Total Yardage [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

July

Aug 1

[illegible]

July 15, 1931

Stephen W. Matthieu
Attorney at Law
Oregonian Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of the 14th instant concerning the contract awarded by the State Highway Commission to Elliott & Kidd.

Reply is made to the questions in the order asked.

1. Elliott & Kidd, 1272 Willamette Street, Eugene, Oregon. A partnership consisting of W. C. Elliott, Eugene, Oregon and W. B. Kidd 671 Umatilla Avenue, Portland, Oregon.

2. Umpqua Highway.

3. The proper designation is Smeehard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, state highway contract no. 1291.

4. According to our records only one payment has been made on this work, which is for work accomplished up to June 15, 1931. There has been paid on the contract the sum of $10,522.14 and the retained percentage is $1,856.85.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBC:W

H. B. G.

Herewith data requested in letter of Stephen W. Matthieu:

1. Elliott & Kidd, 1272 Willamette St., Eugene, Oregon.
   A partnership consisting of
   W. C. Elliott, Eugene, Oregon, and
   W. B. Kidd, 671 Umatilla Ave., Portland, Oregon.

2. Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County, consisting of East Unit, 3.70 miles of grading and West Unit, 2.28 miles of grading. Contract No. 1291 -

3. Yes - see No. 2.

4. Present status of contract is as follows: Total amt. pd. to date is $10,522.14 - Retained percentage is $1,856.85 - They have only had one payment on this cont. Next estimate will be for work performed to July 15th.

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND, OREGON

14 July 1931

RECEIVED
JUL 15 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem
Oregon

Gentlemen:

I am interested in a probable claim against Messrs Elliott & Kidd, who have a contract with the State Highway Commission with reference to the Burchard Creek-Paradise Creek section of the highway extended westward from Drain.

If the claim materializes, it will arise out of breach of contract, rather than material supplied in the performance of work and therefor it will not be necessary for me to have a copy of either the contract or the bond, but I would very much appreciate the following information:

1. The full names and addresses of the co-partnership, if it be a copartnership; or, if it should be a corporation, information to that effect.

2. The exact name of the highway extending westward to Reedsport from Drain.

3. As to whether the Burchard Creek-Paradise Creek section is the proper designation of the aforementioned highway to which I refer.

4. Information as to the present status of the construction of that portion of the work being done by Messrs Elliott & Kidd.

Thanking you for any enlightenment you may be able to give with reference to the foregoing, I am

Yours truly

SWM-k

Stephen W Matthieu

ANSWERED
H. B. G.

PR 142 E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.

June 17, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for signature and return to this office are three copies of agreement for Oregon Emergency Federal Aid Project No. 142-E, Burchard Creek-Paradise Creek section of the Umpqua Highway.

Because of the fact that slightly more than half of this project is to be surfaced with a so-called "temporary" surfacing 18' wide and 8" thick, it should normally be considered as having two types of surfacing, with the estimate divided to show separately the cost and Federal Aid of the graded and surfaced portions. However, in view of its being an emergency project and because of the fact that it will by subsequent stages be of the same type throughout, the estimate has been passed as submitted.

Please advise if the remaining portion which is not to receive this "temporary" surfacing will adequately carry traffic until a more permanent surfacing is placed.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

RECEIVED
JUN 18 1931
OREGON
STATE HIGHWAY COMMISSION

PRIVATE

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 16 1951

Week from May 9 to May 16

Gardiner, Oregon

Telegraph or telephone address

Express and freight address

June 1, 1951

Mr. O. H. Pierce,
206 Russell St.,
Portland, Oregon.

[Special information covering progress of work by party and by contractors, important developments, instructions received from Division Engineer, changes in personnel of party, etc.]

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over Weatherly Creek on the Umpqua Highway in Douglas County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Form 39—E-16702—3M—5-30.

PR 142 E

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Highway Engineer

Date May 16 1931, 193

Job name Burchard Creek Paradise Creek — Week from May 9 to May 16

Mail address Gardiner. Oregon

Highway Drain Reedsport PR 142 E — Telegraph or telephone address

County Douglas — Job prefix 10 PS — Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The past week the field party consisting of Jones, Applegate and Harbert finished referencing all nubs and established all B.M.8s on the entire project and also started cross-sectioning.

The contractor has been establishing camp (opposite Sta. 427) and has 4 men and one team clearing most of the week.

Two additional sub-contractors on clearing moved in the last of the week and will start work next week and also the shovel and two cats are expected in the first of the week.

I have divided my time between this project and the Gardiner project.

RECEIVED
MAY 18 1931

NOTED
E A CO

(See back of this sheet for instructions and detailed information.)

Signed E. M. Booth

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party ..... 3 .....

Contractor's average force for week ..... 6 ..... *men,*

..... 1 ..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 1428

[illegible] Emergency Project No. 148-A

May 24, 1934.

[illegible] attached copy agreement. Dated as last will provided.

Mr. H. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate of [illegible] Agreement covering the Haviland Overflow [illegible] Grant Section, Emergency Project No. 148-A.

Very truly yours,

M. A. ELLIS,
State Highway Engineer.

By

H. H. Frederick,
Office Engineer.

Encl. by J. L. Bath/MS

Encl.

[illegible] Public Highway Department — Emergency Project No. 140-A

[illegible] CREEK-PLEASANT CREEK SECTION

OF THE VENTURA-REDDING NO. 1 (MAIN ST. EXTN.)

(Estimate as basis for project agreement. Based on low bid prices)

[illegible] Siskiyou County, Oregon, May 9, 1938

[illegible]

[illegible]

WEST UNIT

All Required		Clearing and Grubbing		$ 2,000.00
56,000	Cu.yds.	Common Excavation	$ .25	14,150.00
15,000	" "	Solid Rock Excavation	.65	9,775.00
130,000	yds.Dist.	Overhaul	.02	2,600.00
7,000	yards	Trunk Haul	.50	1,750.00
300	Lin. Ft.	12-inch Concrete Pipe	1.00	300.00
900	" "	15-inch " "	1.00	1,000.00
90	" "	24-inch " "	2.00	180.00
10	" "	30" Corr. Galv. Iron Pipe	3.00	30.00
1,200	" "	6-inch Perfect Drain Pile	.50	600.00
900	Cu. yds.	Rock or Gravel Backfill for Drains	1.00	900.00
4,000	" "	Temporary Surfacing	1.00	4,000.00
		Sub-total (WEST UNIT)		$37,105.00

EAST UNIT

All Required		Clearing and Grubbing		$ 2,000.00
80,000	Cu. yds.	Common Excavation	$ .25	20,000.00
15,000	Cu. yds.	Solid Rock Excavation	.65	11,775.00
80,000	yds. Dist.	Overhaul	.02	1,600.00
4,000	yds. mi.	Trunk Haul	.50	100.00
800	Lin. Ft.	12" Concrete Pipe	1.00	800.00
900	" "	15" " "	1.00	900.00
150	" "	24" " "	2.00	300.00
60	" "	30" " "	3.00	180.00
10	" "	24" Corr. Galv. Iron Pipe	3.00	30.00
1,200	" "	6" Perfect Drain Pile	.50	600.00
200	Cu. yds.	Rock or Gravel Backfill for Drains	1.00	200.00
150	" "	Class "A" Concrete	25.00	4,000.00
20,000	pounds	Metal Reinforcement	.05	1,000.00
2,000	Cu. yds.	Temporary Surfacing	1.00	2,000.00
		Sub-total (EAST UNIT)		$45,485.00
		Sub-total (BOTH UNITS)		$82,590.00
		10% Engr. & Contingencies		8,259.00
		TOTAL (Both Units)		$90,849.00

WESTERLY CREEK BRIDGE

550	cu. yds.	Excavation		
30	" "	Excavation below plans	$4.00	$ 120.00
800	" "	Class "A" Concrete	5.00	125.00
100	" "	Class "B" Concrete	80.00	4,400.00
60,000	pounds	Metal Reinforcement	15.00	1,500.00
160	lin. ft.	Concrete Handrail	.05	3,000.00
			8.00	1,280.00
		Sub-total, Bridge		$11,425.00
		10% Engr. & Cont.		1,142.50
		Total, Bridge		$12,567.50

Length of Project, Area
Length of Westerly Creek Bridge. 154 feet — 0.026 Miles
Length of Project, Net — .022 "
0.007 Miles

Cost per mile roadway. $14,007.96

Estimated percentage of work to be completed on September1, 1931. 100%

SUMMARY

ITEM	TOTAL COST	FEDERAL AID	DISTRICT APPROPRIATION
Roadway	$98,097.50	$64,533.75	$64,533.75
Westerly Creek Bridge	12,567.50	5,433.75	5,433.75
	$111,675.00	$69,967.50	$69,967.50

State Funds for Maintenance Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

pr 142 E

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

May 1, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 142, section E, the bids for which were received and opened on April 30, 1931.

This is to advise of our prior concurrence in the award of the contract to Elliott & Kidd, Portland, Oregon, who submitted the low bid of $37,100.00 on the west unit and $43,525.00 on the east unit: a total of $80,625.00.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREG.

May 1, 1931.

PR 142 E.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to Oregon Emergency Federal Aid Project No. 142-Section E, the bids on the Weatherly Creek Bridge being opened on April 30, 1931.

You are hereby advised of our prior concurrence in the award of the contract to O. N. Pierce, Portland, Oregon, who submitted the low bid of $11,805.00.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer.

PR 142 E.

April 28, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five bid proposals for the Burchard Creek-Paradise Creek Section, Emergency Project No. 142-E. Five sets of blueprint plans and one set of original cross-sections for this work are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/EE.

encls.

Oregon State Highway Department — Emergency Project No. 142-E.

BUNCHARD CREEK—PARADISE CREEK SECTION

OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, April 25, 1940.

East Unit

All Required	Clearing & Grubbing		$ 500.00
64,500 cu. yds.	Common Excavation	.35	22,575.00
11,500 cu. yds.	Solid Rock "	.80	9,200.00
115,000 yd. sta.	Overhaul	.02	2,300.00
7,900 yd. mi.	Truck Haul	.20	1,580.00
140 lin. ft.	12" Concrete Pipe	1.50	210.00
900 " "	18" " "	2.50	2,250.00
80 " "	24" " "	3.50	280.00
10 " "	24" Corr. Galv. Iron Pipe	3.50	35.00
1,200 " "	6" Porous Drain Tile	.40	480.00
240 cu. yds.	Rock or Gravel Backfill for Drains	1.00	240.00
4,000 " "	Temporary Surfacing	1.00	4,000.00
			$45,850.00

West Unit

All Required	Clearing and Grubbing		$ 1,000.00
55,000 cu. yds.	Common Excavation	.35	18,550.00
15,000 " "	Solid Rock Excavation	.80	12,000.00
30,000 yd. sta.	Overhaul	.02	1,000.00
4,500 yd. mi.	Truck Haul	.20	900.00
500 lin. ft.	12" Concrete Pipe	1.50	750.00
600 " "	18" Concrete Pipe	2.50	1,500.00
150 " "	24" " "	3.50	525.00
80 " "	30" " "	5.00	400.00
12 " "	24" Corr. Galv. Iron Pipe	3.50	42.00
1,900 " "	6" Porous Drain Tile	.40	760.00
240 cu. yds.	Rock or Gravel Backfill for Drains	1.00	240.00
150 " "	Class "A" Concrete	20.00	3,000.00
55,000 lbs.	Metal Reinforcement	.02	1,100.00
3,500 cu. yds.	Temporary Surfacing	1.00	3,500.00
			$47,347.00

Sub-total, Roadway	$93,197.00
10% Engr. & Cont.	9,319.70
Total, Roadway	$99,983.70

Weatherly Creek Bridge

380	cu. yds.	Excavation	$2.00	$ 760.00
50	" "	Excavation below plans	5.00	250.00
280	" "	Class "A" Concrete	21.00	5,880.00
105	" "	" sp. "	21.00	2,205.00
60,000	lbs.	Metal Reinforcement	.05	3,000.00
320	lin. ft.	Concrete Handrail	5.00	1,600.00
		Sub-total, Bridge		$13,695.00
		10% Engr. & Cont.		1,755.00
		Total, Bridge		$15,450.00

Length of Project, Gross 5.986 miles
" " Weatherly Creek Bridge, 154 feet .029 "

Length of Project, Net 5.957 "

Cost per mile, roadway, $18,784.74

Estimated percentage of work to be completed September 1, 1931, 100%

SUMMARY

Item	Total Cost	Federal Aid	Necessary Advance Funds	State Funds
Roadway	$98,986.70	$49,985.35	$49,991.35	$ --
Weatherly Creek Bridge	13,450.50	6,729.25	6,729.25	--
	$113,445.20	$56,722.60	$56,722.60	$ --

CONTRACT# 1287,

SEE:

CONTRACT# 1279,

1287 EE: Contract 1279

CONTRACT #1289,

SEE:

CONTRACT #1395,

1289 SEE: 1395

132

CONTRACT #1290,

SEE:

CONTRACT #1395,

CONTRACT#1291,

SEE:

CONTRACT#1285,

12y1 SUB: Contract 1285

CONTRACT #1292,
1320, 1372,

PR 153-B Otis-Siletz River Sec. 193

1372 - 1320

1372

Folder #

GR 153-B

December 23, 1932

Hal E. Hoss, Secretary of State
Salem
Oregon

Dear Sir:

This acknowledges receipt of your letter of December 16 enclosing copies of notice of claim filed by Ralph H. Burnside, Receiver of Pacific Spruce Corporation, against I. L. Young to whom the State Highway Commission awarded the contract for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County; said claim being in the sum of $27.17 for lumber furnished.

Copies of the notice are being forwarded to the contractor and his surety.

Very truly yours

Secretary

AJ

December 23, 1932

U. S. Fidelity & Guaranty Co.,
% H. W. Schmeer Co.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Ralph E. Burnside, Receiver of Pacific Spruce Corporation, against I. L. Young to whom the State Highway Commission awarded the contract for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Said claim is in the sum of $27.17 and is for lumber furnished in connection with the above-described project.

This information is furnished you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ
cc I. L. Young
Portland, Ore.

...y of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 22 1932
OREGON
STATE HIGHWAY COMMISSION

December 16, 1932

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building
Salem, Oregon

Dear Sir:

This is to advise that we received and filed as of this date, a notice of claim by Ralph H.Burnside, Receiver of Pacific Spruce Corporation for materials furnished in the sum of $27.17 against the bond taken from I. L. Young, principal, and U. S. Fidelity & Guarantee Company, surety, for work on State Highway contract No. 1320.

We are enclosing a copy of this notice for your information and files together with two additional copies , one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

Mills: Toledo, Oregon

Cable Address: "Pasco"

RALPH H. BURNSIDE
Receiver of
PACIFIC SPRUCE CORPORATION
Manufacturers
Spruce, Fir, Hemlock, Railroad Timbers
and Box shooks

Toledo, Oregon
December 14 1932.

Hal E. Hoss, Secy of State,
Salem, Oregon.

Notice is hereby given that the undersigned, Ralph H. Burnside, Receiver of Pacific Spruce Corporation, has a claim for Lumber furnished by Kinder-Murphy Lumber Company, the account having been assigned to Ralph H. Burnside, Receiver of Pacific Spruce Corporation, for value received, in the sum of Twenty seven and 17/100 Dollars ($27.17) against the bond taken from I. L. Young, principal and United States Fidelity & Guarantee Company, surety, for the work of grading, under State Highway Commission Contract #1320.

RALPH H. BURNSIDE
RECEIVER OF
PACIFIC SPRUCE CORPORATION

J. F. MANKHAM
J. F. Markham

RECEIVED
DEC 22 1932
OREGON

Endorsed: File No. 2171
Filed December 16, 1932
HAL E. HOSS,
Secretary of State.

PR 153-B

December 15, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of December 8 enclosing copies of notice of claim filed by Ralph H. Burnside, Receiver of Pacific Spruce Corporation, against I. L. Young in connection with State Highway Contract No. 1520 - surfacing of Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

December 15, 1932

U. S. Fidelity & Guaranty Co.,
% H. W. Schmeer Co., Agents
Wilcox Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Ralph H. Burnside, Receiver of Pacific Spruce Corporation, against I. L. Young to whom the State Highway Commission awarded the contract for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

The claim is in the sum of $27.17 and is for materials furnished.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc I. L. Young
Henry Building
Portland, Oregon

...HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 8, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Ralph H. Burnside, Receiver of Pacific Spruce Corporation, in the amount of $27.17 for materials furnished against the bond taken from I. L. Young, principal. Said materials were furnished by the Kinder-Murphy Lumber Company of DeLake, Oregon, and assigned to Ralph H. Burnside, Receiver of Pacific Spruce Corporation.

We are enclosing a copy of this claim for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED DEC 15 1932

COPY

Mills: Toledo, Oregon. Cable Address: "Pasco"

RALPH H. BURNSIDE
Receiver of
PACIFIC SPRUCE CORPORATION
Manufacturers
Spruce, Fir, Hemlock, Railroad Timbers
and Box Shooks

Toledo, Oregon.

Dec. 5, 1932.

HAL E. HOSS,
Secretary of State,
Salem, Oregon.

Dear Sir:

During the month of May, 1932, Mr. I. L. Young, a contractor, with office at 521 Henry Bldg., Portland, purchased a quantity of lumber from Kinder-Murphy Lumber C o. of DeLake, Oregon, for use in connection with rock crusher operations at Ocean Lake, Oregon, under State Highway Contract #1520.

On May 16th, 1932, Kinder-Murphy Co. assigned to us, for value received, their account against Mr. Young, in the amount of $43.67. On May 17th, 1932, we notified Young of this assignment by letter but received no acknowledgement.

On June 16th, 1932, Kinder-Murphy Co. remitted to us the sum of $16.50 to apply on the account, stating that this amount had been paid to them direct by Mr. Young.

Since that time we have made several attempts to collect the balance of $27.17 from Young without success and on November 25, 1932, we took the matter up with the Highway Commission.

The Commission advised us to file notice of claim with you, in conformity with the provisions of Chapter 280, Oregon Laws of 1931.

Please accept this as such notice. If blanks are available for formal filing, kindly supply us.

Yours truly,
Ralph H. Burnside,
Receiver of
Pacific Spruce Corporation.

By J. F. Markham

JFM:FT.

ENDORSED: File No. 2166
Filed December 8th, 1932.
HAL E. HOSS
Secretary of State.

153-B

December 1, 1932

Mr. Wm. M. Stone
Attorney at Law
Oregon City, Oregon

Dear Sir:

Your request for a certified copy of contract has been referred by the Secretary of State to this department.

Attached is certified copy of contract and bond in connection with State Highway Contract No. 1583 which was awarded to I. L. Young for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Very truly yours

Secretary

AJ

December 1, 1952

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of November 28, enclosing copies of notice of claim filed by W. M. Stone, Attorney, for W. F. Haberlach against the surety bond furnished in connection with State Highway Contract No. 1529 which was awarded to I. L. Young for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours,

Secretary

AJ

STATE OF OREGON
Department of State

December 1, 1932

U. S. Fidelity & Guaranty Co.
R. W. Schmeer Company, Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

Attached is copy of notice of claim filed with the Secretary of State by W. F. Haberlach against the surety bond furnished by I. L. Young in connection with State Highway Contract No. 1520, surfacing of Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Said claim is in the sum of $1,428.38 and is for explosive materials furnished by Mr. Haberlach in connection with the above-described job.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc I. L. Young
Henry Building
Portland, Oregon

...ecretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 28, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from W. M. Stone, Attorney, Oregon City, and filed as of this date, a notice of claim by W. F. Haberlach for materials furnished in the sum of $1428.33 against the bond taken from I. L. Young, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County, State Highway contract No. 1320.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Mr. Stone requests that you please send him a copy of the contract and bond covering the above construction work.

Yours very truly,

Secretary of State.

HM

RECEIVED
NOV 1937
STATE HIGHWAY COMMISSION
OREGON

COPY

To the State of Oregon:

Notice is hereby given that the undersigned, W. F. Haberlach, doing business under the assumed name of "Oregon Washington Powder Company" has a claim for materials, consisting of blasting powder, caps and fuse furnished I. L. Young contractor, with the State of Oregon, which said material was used by said contractor in carrying out his contract with the State of Oregon in what is known as project #1520, Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County, Oregon, in the amount of $1428.55. No part of which has been paid, although demand has been made therefor.

That the above sum is claimed against the bond taken from the United States Fidelity and Guarantee Company as surety and the said I. L. Young principal.

That the work performed by the said I. L. Young was furnished crushed for the said highway and surfacing, the same, and said powder, caps and fuse was used to blast said rock in the quarry and fit the same for the crusher.

W. F. HABERLACH

STATE OF OREGON
County of Clackamas } ss.

I, W. F. Haberlach, being first duly sworn, say and depose that the above claim is true as I verily believe.

W. F. HABERLACH

Sworn and subscribed to before me this 28th day of November, 1932.

(SEAL)

WM. M. STONE
Notary Public for Oregon
My Com. expires Feb. 13th, 1933.

Endorsed: File No. 2155
Filed November 28, 1932
HAL E. HOSS,
Secretary of State.

#1372

1B3B

November 20, 1952

Hartford Accident & Indemnity Company,
Jewett, Barton & Leavy, John Kern Co., Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1378 for the construction of Oiling Project No. 9 on the Oregon Coast and Salmon River Highways in Tillamook and Lincoln Counties has been completed by the contractor, J. C. Compton, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 9th, 1952.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $26,652.90 including the final payment. Of this amount $104.00 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1320

153-B

November 26, 1932

Mr. Ralph H. Burnside, Receiver of
Pacific Spruce Corporation
Toledo, Oregon

Attention of Mr. J. F. Markham

Gentlemen:

Acknowledgment is made of the receipt of your letter of November 25, advising us of your claim against I. L. Young, to whom the State Highway Commission awarded the contract for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County—State Highway Contract No.1320.

It is noted that your claim is in the sum of $27.17 and represents balance of I. L. Young's account with Kinder-Murphy Company of Dalake, which has been assigned to you.

In connection with this project Mr. Young was required to furnish the State with a surety bond for the protection of all just claims incurred in connection with this project. We offer this bond to you for the protection of your claim. It was written by U. S. Fidelity & Guaranty Company whose resident agent is R. W. Schmeer Co., Wilcox Building, Portland. We suggest that you communicate with the bonding company in regard to your bill and also file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws of 1931.

In conformance with our usual practice in matters of this kind, we are today calling your letter to the attention of the bonding company and the contractor. I trust that you will secure an early settlement.

Very truly yours,

Secretary

HBG:AJ

PACIFIC SPRUCE CORPORATION

November 26, 1932

U. S. Fidelity & Guaranty Company
% R. W. Schneer Co., Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Attached is a copy of a letter that we have received from Ralph H. Burnside, Receiver of Pacific Spruce Corporation, Toledo, relative to a claim which he holds against the surety bond that was furnished by I. L. Young in connection with State Highway Contract No. 1320--surfacing of Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

The claim is in the amount of $27.17 and is for lumber purchased by the contractor from Kinder-Murphy Company.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

LJ

cc I. L. Young
Henry Building
Portland

MILLS: TOLEDO, OREGON

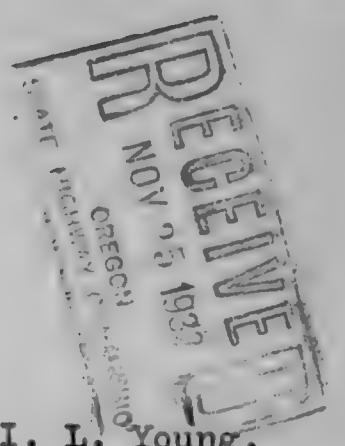
CABLE ADDRESS: "PASCO"

PACIFIC SPRUCE CORPORATION

MANUFACTURERS
SPRUCE, FIR, HEMLOCK, RAILROAD TIMBERS
AND BOX SHOOKS

TOLEDO, OREGON

Nov. 23, 1932.



Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

During the month of May 1932, Mr. I. L. Young, a contractor, with offices at 521 Henry Building, Portland, purchased a quantity of lumber from Kinder-Murphy Company, of Delake, Oregon, for use in connection with the operations of a Rock Crusher at Ocean Lake.

On May 16, 1932, Kinder-Murphy Company assigned to us, for value received, their account against Young, in the amount of $43.67. We notified Mr. Young of the assignment, but received no acknowledgment.

On June 21st, Kinder-Murphy remitted to us the sum of $16.50 to apply on the account, stating that this amount had been paid to them direct by Mr. Young.

Since that time we have made several attempts to collect the balance of 27.17 from Young, but have failed to draw even the courtesy of a reply to our letters.

We understand that he was under contract to the Commission to supply rock for grading and we presume is under the usual bond. We should appreciate any action which the Commission might find it consistent to take, toward assisting us to collect this account.

Yours truly,

RALPH H. BURNSIDE
RECEIVER OF
PACIFIC SPRUCE CORPORATION

J. F. Markham

JFM/CD

#1320
OR 153B

November 18, 1932

United States Fidelity & Guaranty Company
E. W. Schmeer Co.
Wilcox Building
Portland, Oregon

Gentlemen:

We have received notice of claim filed in the office of the Secretary of State against I. L. Young in connection with rental of materials in the sum of $40 from the Pacific Pumping Company, Inc. This claim is filed against the bond of I. L. Young on Highway contract No. 1320 for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln.

This information is given you inasmuch as you appear as surety on the bond furnished in this instance. Copy of such notice is being inclosed and a copy is being forwarded to the contractor.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn

c.c. I. L. Young
521 Henry Building
Portland, Oregon

November 18, 1932

Hon. Hal E. Hoss
Secretary of State
Capitol Building

Dear Sir:

This is to acknowledge receipt of your letter of November 16 incloaing three copies of notice of claim filed by the Pacific Pumping Company, Inc. for rental of materials in the sum of $40.00 against the bond furnished by I. L. Young in connection with State Highway Contract No. 1320 awarded him for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County. Copies of this notice are being forwarded the principal and surety on the bond today.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn

...Hoss
Secretary of State

C. N. Laughbeer
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 17 1932
OREGON
STATE HIGHWAY COMMISSION

November 16, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received and filed as of November 14, 1932, a notice of claim by Pacific Pumping Company Inc. for rental of materials in the sum of $40.00 against the bond taken from I. L. Young, principal, and U. S. Fidelity & Guarnaty Company, surety, for work on the Otis-Siletz River Section of the Oregon Coast Highway.

We are enclosing a copy of this notice for your informatio.. and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hill Snedden

Secretary of State.

HM

COPY

Westco Pump Corporation
Kimball-Krogh Pump Co.

BRoadway 8334

PACIFIC PUMPING COMPANY, INC.
Pumps for every service
927 Flanders Street Portland, Oregon
November 12, 1932

Secretary of State
State of Oregon
Salem, Oregon

Dear Sirs

Notice is hereby given that the undersigned, Pacific Pumping Company, Inc., an Oregon Corporation, has a claim for pump rentals in the sum of $40.00 against the bond taken from I. L. Young, surety United States Fidelity and Guaranty Company, on state contract No. 1520, the Otis-Siletz River section of the Oregon Coast Highway.

Yours very truly

PACIFIC PUMPING COMPANY, INC.

S. B. HUNTTING

S. B.Huntting
Vice-President

SBH:HC

Endorsed: File No. 2147
Filed November 14,1932
HAL E. HOSS,
Secretary of State.

#1320

OR 153-B

United States Fidelity & Guaranty Company
R. W. Schmeer Co., Agents
Wilcox Building
Portland, Oregon

Gentlemen:

We have received a notice of the claim of Larkie Logan in the sum of $50.00 for washing gravel for I. L. Young for use on the Oregon Coast Highway in connection with the surfacing of the Otis-Siletz River Section in Lincoln County under contract #1320. Copy of his claim is inclosed for your information.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn
c.c. I. L. Young
521 Henry Building
Portland, Oregon

November 18, 1932

Mr. Earl P. Conrad
Attorney at Law
Ball Building
Toledo, Oregon

Dear Sir:

We acknowledge receipt of your letter of the 17th inclosing a claim in behalf of Mr. Larkie Logan in the sum of $50 for washing gravel for I. B. Young for use on the Oregon Coast Highway in connection with the surfacing of the Otis-Siletz River Section in Lincoln County under contract No. 1320. The successful bidder on any highway project is required to file a bond for the protection of all just dues, debts and demands against the project.

The bond in this instance was furnished by the United States Fidelity & Guaranty Company, R. W. Schmeer Co., Agents, Wilcox Building, Portland. I would suggest that you take up your claim with the surety. In the event you do not receive a satisfactory adjustment, I would then suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws, 1931. Mimeographed copy of this portion of the statute is inclosed for your information.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

Phone 131-J

EARL P. CONRAD
Attorney at Law
Ball Building
Toledo, Oregon

RECEIVED
NOV 18 1932
OREGON
STATE HIGHWAY COMMISSION

November 17th, 1932.

Secretary State Highway Commission,
Salem, Oregon.

Dear Sir:-

I am enclosing a claim in behalf of Mr. Larkie Logan, against the contract and bond of I. L. Young, for the use of Mr. Logan's land in connection with Mr. Young's contract in getting out gravel for the State.

Very truly yours,

Earl P. Conrad

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned Larkey Logan, has a claim for the use of his lands, being a portion of Section 26 in Township 6 South of Range 11 West of the Willamette Meridian in Lincoln County, Oregon, by I. L. Young, contractor, engaged in getting out and crushing rock at what is known as "Roads End", near Devils Lake, in Lincoln County, Oregon, which said lands are now and since the 20th day of May, 1932 have been continuously used by the said I. L. Young for washing gravel for use on the Oregon Coast Highway, which said claim is in the sum of Fifty ($50.00) Dollars, against the Bond taken from the said I. L. Young as principal, and United States Fidelity & Guaranty Company, as surety, for the use and occupancy of said premises as hereinbefore set out, by the said I. L. Young, in washing graves for said Highway.

That $50.00 is a reasonable rental for the use of said premises, and that claimant has not received the same nor any portion thereof; that one year has not expires since the completion of said contract, and the acceptance of said work by the State Highway Commission or Oreton, or by the State of Oregon; that the bond hereinbefore referred to was given pursuant to a contract heretofore entered into between the Oregon State Highway Commission and I. L. Young, under and by the terms of which the said I. L. Young is to crush and wash gravel and rock near Roads End in the north part of Lincoln County, Oregon.

Larkie Logan

#1320

BR153-B

November 17, 1932

Mountain States Power Company,
Albany, Oregon.

Attention: Mr. Roberts.

Gentlemen:

Reference is made to your telephone call to our Mr. Chas. Low, concerning I. L. Young.

Please be advised that the contract awarded to I. L. Young by the State Highway Commission is our No. 1320 - Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

In connection with this project Mr. Young was required to furnish the State with a surety bond for the protection of all claims incurred against the project. This bond was written by the United States Fidelity & Guaranty Company for which R. W. Schnoor Company, is the resident agent with offices in the Wilcox Building, Portland, Oregon.

In the event that you do not secure satisfactory settlement of your claim from Mr. Young you may take the matter up with the bonding company and also file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1320

PR 153-B

November 16, 1938

United States Fidelity & Guaranty Company,
H. W. Schmeer Company, Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1320 for the construction of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County has been completed by the contractor, I. L. Young, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 26th, 1938.

The State has been advised of several claims against this contract, all of which you have also been advised. The State assumes no responsibility for the claims which have been filed nor for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $83,791.61 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

This abstract of Engineering & Surveying
F.A. Project

COPY

OR 153-B

COUNTY OF LINCOLN

Toledo, Oregon.

Nov. 16, 1932.

Mr. R. H. Baldock,

State Highway Engineer,

Salem, Oregon.

Dear Sir:

Confirming a telephone conversation between Mr. Teel and Mr. McCullough, Lincoln County does release any claim it may have on Mr. I. L. Young's final estimate for surfacing on the Oregon Coast highway between the Siletz river and Otis.

Such release is granted on the acceptance by the county of approximately 130 cu. yds. crushed 2 inch rock at the washing plant, approximately 30 yards piled at Braemar beach and approximately 200 yards piled at Camp Roosevelt. The above rock is transferred to Lincoln County in lieu of cash for damage done on a county road between Mr. Young's crusher and the Oregon Coast highway. The county road was damaged in consequence of Mr. Young hauling crushed rock over said road.

truly yours,

H. M. Teel (Sgd)

County Engineer.

Original copy filed in file 21-1

#1320
OR 163B

November 16, 1932

Steinbach Iron Works
Tillamook
Oregon

Attention of Mr. D. Steinbach

Gentlemen:

Reply is made to your letter of the fifteenth instant concerning I. L. Young.

The contract awarded by the State Highway Commission to I. L. Young is for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

In connection with this project Mr. Young was required to furnish the State with a surety bond for the protection of claims incurred against the project. This bond was written by United States Fidelity & Guaranty Company for which R. W. Schmeer Co. is the resident agent with offices in the Wilcox Building, Portland.

We note that your claim against Mr. Young is in the sum of $66.75, and suggest, in the event that you do not secure satisfaction from Mr. Young, that you take the matter up with the bonding company and also file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

Our records show that the project has been completed but that final payment has not been made. We are unable at this time to tell you when final settlement will be made.

Very truly yours,

Secretary

HBG:AJ

November 18, 1932

U. S. Fidelity & Guaranty Company
% R. W. Schmeer Co.
Wilcox Building
Portland, Oregon

Gentlemen:

We have received notice from Steinbach Iron Works of Tillamook that it has a bill against I. L. Young, in the sum of $86.75 in connection with State Highway Contract No. 1520 which was awarded to Mr. Young for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc I. L. Young
Henry Building
Portland

Nov 15

State Highway Comm.

Dear Sir

Can you inform me if I will be paid for work I did at Taft Oregon. I have been sending our monthly statement but have had no answer. Have it been paid in full by the Highway Com.

Our bill amount to $66.15, Kindly let me know

Thanking you

Yours truly

Seal Rock Drug Co.

By Seal Rock

RECEIVED
NOV 16 1932
OREGON
STATE HIGHWAY COMMISSION

OREGON POWDER COMPANY

Nov. 12, 1932.

Oregon Powder Company
275 Pine Street
Portland, Oregon

Gentlemen:

In reply to your inquiry of November 9th we wish to advise that final payment has not yet been made to Mr. I. L. Young on his contract No. 1582 - Otis-Siletz River Section of the Coast Highway. The bond furnished in connection with this contract was written by the United States Fidelity and Guaranty Company for whom R. W. Schnoor Company, Wilcox Building, Portland, are the resident agents.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC

Secretary

...R. DENN, PRESIDENT

ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

W. F. HABERLACH, VICE PRESIDENT

OREGON POWDER COMPANY

DISTRIBUTORS

GIANT

EXPLOSIVES

TELEPHONE
OREGON CITY 940

NEW ADDRESS
273 PINE ST.
PORTLAND, OREGON

~~OREGON CITY~~, OREGON Nov. 9, 1932.

RECEIVED
NOV 10 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

Will you please inform us as to the dates that acceptance was made and final estimates paid on I. L. Young's Salmon River Cutoff surfacing job, near Roads End.

Also, please advise us as to the name of the bonding company issuing surety bonds on this contract.

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

OREGON POWDER COMPANY,

By C C Brisbin

#1320

153-B

OREGON-WASHINGTON POWER CO

RECEIVED

Nov. 12, 1952

Oregon-Washington Power Co.
Clackamas, Oregon

Gentlemen:

Acknowledgment is made of your letter of November 9th concering the I. L. Young Contract No. 1320 - Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Please be advised that the bond which was furnished in connection with this contract was written by the United States Fidelity and Guaranty Company for whom R. W. Schmeer Company, Wilcox Bldg., Portland, are the resident agents.

This contract was completed on October 1st , 1952.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC

Secretary

Telephone: Oregon City 940

W. F. Haberlach, Manager

OREGON - WASHINGTON POWDER CO.
DISTRIBUTORS
GIANT
EXPLOSIVES
Clackamas, Oregon

November 9, 1932.

RECEIVED
NOV 10 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Com.,
Salem, Oregon.

Gentlemen:-

Would you kindly advise at your earliest convenience the name of the Bonding Company and the agents, covering the work of I. L. Young on his work near Otis, Oregon, which we understand has been completed.

Also for our records, would you kindly furnish us with the date of final acceptance of this work by the State of Oregon.

Thanking you in advancefor this information, we remain,

Very truly yours,

OREGON-WASHINGTON PDR. CO.

By W. F. Haberlach

#1320

153.B

Pacific Pumping Company, Inc

PUMPS FOR EVERY SERVICE

Nov. 9, 1932

Pacific Pumping Co. Inc.
827 Flanders Street
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your letter of November 7th concerning the I. L. Young contract in Lincoln County.

Please be advised that this is our contract No. 1320 and is known as the Otis-Siletz River Section of the Oregon Coast Highway. The bond furnished in connection with this contract was written by the United States Fidelity & Guaranty Company for whom R. W. Schmeer and Company, Wilcox Building, Portland, are the agents.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC

Secretary

...ORATION
...KROOGH PUMP CO.

Pacific Pumping Company, Inc.

PUMPS FOR EVERY SERVICE

...27 Flanders Street : : Portland, Oregon

November 7, 1932

RECEIVED
NOV 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Dept.
Salem, Oregon

Gentlemen:

Please advise us the name of the bonding company and the official designation of the job which I. L. Young has recently completed at Oceanlake.

Very truly yours,

PACIFIC PUMPING CO., INC.

S. B. Hunting
Manager

SBH:HC

#13[illegible]

153-B

Nov. 8, 1932

Mr. I. H. Young
521 Henry Bldg.,
Portland, Oregon

Dear Sir:

We are in receipt of a letter from the Oceanlake Water District stating that your bill with them has been paid in full.

Yours very truly

STATE HIGHWAY COMMISSION

JN:HS Secretary

cc - U.S. Fidelity & Guaranty Co
R. W. Schnaer Co., Agents
Wilcox Bldg.,
Portland, Oregon

Nov. 5, 1952.

Oceanlake Water District
Oceanlake, Oregon

Attention: E. M. Reynolds

Gentlemen:

This is to acknowledge receipt of and thank you for your letter of October 31st in which you state that the bill of I. L. Young Company has been paid in full.

Yours very truly

STATE HIGHWAY COMMISSION

JM:MC

Secretary

OCEANLAKE WATER DISTRICT

OCEANLAKE, OREGON

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

H. B. WARREN, CHAIRMAN
HERBERT REXROAD, TREASURER
L. F. MAHONEY, SECRETARY

Oct.31,1932;

State Highway Commission
Salem Oregon.
Gentlemen;
This is to notify you that I.L.Young Co. has paid their bill in full.

Respectfully
E. M. Reynolds
supt.

NOV -2 32

#1320

OR 153B

November 2, 1932

Standard Oil Company of California,
Portland, Oregon.

Attention: Credit Dept.

Gentlemen:

In response to your inquiry of October 31st we wish to advise that the I. L. Young contract No. 1320 - Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County was completed and accepted on October 1st, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. Hoff.

#1320

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
C. A. PERKINS
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

Oct. 31, 1932

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

I. L. Young - Portland

State Highway Commission
Salem, Oregon

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

As we furnished petroleum products to the above contractor for use in connection with State Highway Contract #1320, which called for the improvement of the Otis-Siletz River Section of the Oregon Coast Highway, we are interested in knowing the date that this contract was officially accepted by the state.

For your convenience in replying we are enclosing a stamped addressed envelope.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By L M Ewing

CDE: LP
Attach.

Oct. 1, 1932

#13

153-B

October 24, 1932

U. S. Fidelity & Guaranty Co.,
M. H. Schmeer Co., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We have been notified that Oceanlake Water District of Oceanlake has a claim against I. L. Young in connection with State Highway Contract No. 1320, which was awarded to him for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County. It is in the sum of $18.80 and is for water used by the contractor.

This information is given you as you furnished the surety bond in this particular instance.

Very truly yours,

Secretary

AJ

cc Mr. I. L. Young
Henry Building
Portland

October 24, 1952

Oceanlake Water District
Oceanlake
Oregon

Gentlemen:

Receipt is acknowledged of your letter of October 21, enclosing bill, in the sum of $18.80, against I. L. Young.

Evidently this bill was incurred by Mr. Young in connection with the contract that was awarded to him by the State Highway Commission for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County. It is designated as State Highway Contract No. 1520.

In connection with all highway work, contractors are required to furnish the State with a surety bond for the protection of any and all claims that may be incurred by them, or their subcontractors. In this particular instance, Mr. Young gave a bond in the sum of $50,000, which was written by U. S. Fidelity & Guaranty Company. R. W. Schmeer Co., Wilcox Building, Portland, is the resident agent.

It might be well for you to file formal notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280 Oregon Laws for 1951, a mimeographed copy of which is attached for your information.

We are today notifying the surety company with reference to your bill.

Very truly yours,

Secretary

AJ

Oceanlake Water District
OCEANLAKE, OREGON

STATEMENT

Oct 1 1932

I. L. Young Co. .....

....

Minimum $1.50 first 300 C. F.
Up to 2200 C. F. 30 cents per 100 C. F.
All over 2300 C. F. 25 cents per 100 C. F.

This reading .....C. F.

Last reading .....C. F.

Consumed .....

Am't. Charged	Oct	$ 5.20
Flat Rate	Sept	$ 6.25
Service Charge	Aug	$ 6.85
Turn-off Charge		$
Delinquent		$
Total Due		$ 18.30

Received Payment, ...

....
Supt.

Make checks payable to and address all mail to the
OCEANLAKE WATER DISTRICT.

Name..... .....

Date.....193

Amount $ .....

Send this stub with your remittance. Water bills are due on the 1st., and Delinquent on the 10th. Delinquent accounts are subject to turn-off without Notice.

LAKE WATER DISTRICT
OCEANLAKE, OREGON

Oct. 21, 1932.

n

.11 of I.L.Young Co.
office in Portland and was

Respectfully
E. M. Reynolds
Supt.

RECEIVED
OCT 22 1932

OCEANLAKE WATER DISTRICT

OCEANLAKE, OREGON

H. E. WARREN, CHAIRMAN
HERBERT REXROAD, TREASURER
L. F. MAHONEY, SECRETARY

Oct. 21, 1932.

State Highway Commission
Salem Oregon.
Gentlemen:

Find enclosed final bill of I.L.Young Co. The writer called at the office in Portland and was unable to get a check.

Respectfully
E. M. Reynolds
Supt.

RECEIVED
OCT 22 1932

1320

OR 153B

October 21, 1932

U. S. Fidelity & Guaranty Co.,
% H. W. Seymour Co.
Wilcox Building,
Portland, Oregon

Gentlemen:

Enclosed you will find copy of notice of claim that has been filed with the Secretary of State by O. F. Abel against the surety bond furnished by I. L. Young in connection with State Highway Contract No. 1320, which was awarded to him for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

The claim is in the sum of $27.80 and is for labor and material furnished on dump trucks.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc I. L. Young
Henry Bldg.
Portland

October 21, 1952

Hal E. Hoss, Secretary of State,
Salem,
Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 20, enclosing copies of notice of claim filed by F. G. Abel against the surety bond furnished by I. L. Young in connection with State Highway Contract No. 1520, which was awarded to him for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours,

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 20, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by F. G. Abel, Delake, Oregon, for labor and materials furnished in the sum of $27.80 against the bond taken from I. L. Young, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

COPY

TO The State of Oregon:

Notice is hereby given that the undersigned, F. G. Abel, has a claim for labor and material furnished on dump trucks, in the sum of Twenty-seven and 80/100 ($27.80) Dollars, against the bond taken from I. L. Young, principal, and United States Fidelity & Guaranty Company, surety, for the work of surfacing the Otis-Siletz River section of the Oregon Coast Highway in Lincoln County, Oregon.

signed G. F. ABEL

Subscribed and sworn to before me this 15th day of October 1932.

(SEAL) W. G. JACOBS
Notary Public.

My commission expires June 5, 1934.

Endorsed: File No. 5135
Filed October 20, 1932
HAL E. ROSS,
Secretary of State.

COPY

TO The State of Oregon:

Notice is hereby given that the undersigned, F. G. Abel, has a claim for labor and material furnished on dump trucks, in the sum of Twenty-seven and 80/100 ($27.80) Dollars, against the bond taken from I. L. Young, principal, and United States Fidelity & Guaranty Company, surety, for the work of surfacing the Otis-Siletz River section of the Oregon Coast Highway in Lincoln County, Oregon.

signed G. F. ABEL

Subscribed and sworn to before me this 18th day of October 1932.

(SEAL) H. G. JACOBS
Notary Public.

My commission expires June 5, 1934.

Endorsed: File No. 3135
Filed October 20, 1932
HAL E. HOSS,
Secretary of State.

#1320
Jamison

The American National Bank

OF PORTLAND

— MEMBER FEDERAL RESERVE SYSTEM —

Portland, Oregon

153B

October
Nineteenth
Nineteen
Thirty-two

Mr. R.H.Baldock,
State Highway Engineer,
Oregon State Highway Commission,
SALEM,OREGON

Dear Mr.Baldock:

We enclose herewith Assignment of Claim, duly executed by I. L. Young, transferring to the American National Bank of Portland the sum of $6,631.18, Contract. 1320, Estimate 6, Semi-Final, Otis-Silets River Section of the Oregon Coast Highway.

Very truly yours,

G. S. HINSDALE
President

G
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F
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ENC

NOTED
OCT 20 32
CARL F. SMITH
AUDITOR

OCT 20 32

RECEIVED
OCT 1932
OREGON
STATE HIGHWAY COMMISSION

#1320

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
S. B. ALDERMAN, Pendleton
M. S. GLAISYER, Secretary

R. H. BALDOCK,
State Highway Engineer
Salem

The American National Bank

153-B

OREGON STATE HIGHWAY COMMISSION

SALEM
October 18, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

The American National Bank
Portland, Oregon.

Attention: G. S. Hinsdale,
President.

Gentlemen:

In answer to your letter of Oct. 15th, addressed to Mr. Glaisyer, Secretary, I would say that I am forwarding for execution by I. L. Young, contractor, two copies of our assignment of claim form to cover estimate 6 semi final on contract 1320 in the amount of $8,651.18. The voucher has been returned and will be released for approval upon the return of the enclosed form properly executed before two witnesses.

Thanking you for a prompt return, I am

Yours respectfully

R. H. BALDOCK,
State Highway Engineer.

By Carl F. Smith
Auditor.

CFS L

cc James McFarland
Office.

Enc. 2

The American National Bank

OF PORTLAND

MEMBER FEDERAL RESERVE SYSTEM

Portland, Oregon

Oct. 15,1932

State Highway Commission,
SALEM,OREGON

Attention Mr. Glaisyer,Secretary

Gentlemen;

Will you kindly forward us your usual form for the signature of Mr.I.L.Young,making assignment to us, in full, of estimate No. 6, Otis-Siletz River Section,Oregon Coast Highway, in the principal amount of $6,631.16.

Very truly yours,

G. S. HINSDALE
President

G
S
H
:F
E
W

RECEIVED
OCT 17 1932
STATE HIGHWAY COMMISSION
OREGON

NOTED OCT 18 '32
CARL F. SMITH
AUDITOR

CONTRACT #1292,
1320, 1372,

PR 153-B Otis-Siletz River Sec. 1931-1932

1372 - 1320
1372

Folder # 1

#1320

153B

October 17, 1932

Howard-Cooper Corporation,
East 2nd St. and Hawthorne Ave.,
Portland, Oregon.

Attention: D. K. Cooper.

Gentlemen:

In response to your inquiry of October 14th we wish to advise that the contract which Mr. W. L. Young has on the coast is our No. 1320 and is known as the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County. This contract consists of 11.55 miles of surfacing. The bond furnished in connection with the [redacted] by the United States Fidelity & Guaranty Company for whom R. W. Schnoor Company who have offices in the Wilcox Building, Portland, are resident agents.

We have no special forms for filing claims against contractors on highway work. However, we are enclosing herewith a copy of Chapter 230, Oregon Laws for 1931, which sets out the form of notice.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

E.H., PRESIDENT ROY E. NELSON, VICE PRES. E.C. LUNDQUIST, SECY-TREAS.

HOWARD COOPER
CORPORATION

MAIN OFFICE AND WAREHOUSE
EAST 3 2D ST AND HAWTHORNE AVE
PORTLAND, OREGON

BRANCH OFFICES
AND WAREHOUSES
BOISE, IDAHO
SEATTLE, WASH.
SPOKANE, WASH

October 14, 1932

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Please furnish us with the proper identification of the road which I. L. Young has a contract for building, near Delake in Lincoln County Oregon. Also advise the name of the company who put up the bond for him. If you have a circular showing just how a claim should be filed with your Commission for material furnished on this road we would be pleased to have a copy of same.

Thanking you for this courtesy, we are

Very truly yours,

HOWARD-COOPER CORPORATION

President

D. I. Cooper
J

RECEIVED
OCT 17 1932
STATE HIGHWAY COMMISSION
OREGON

Form B—2125—GM—3-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date October 8th 1932

Job name Bit Macadam Project # 9

Week from Oct 1st to Oct 8th

Mail address Nehalem

Highway Salmon River, Oregon Coast 153-B

Telegraph or telephone address Nehalem

County Tillamook-Lincoln Job prefix 21PP

Express and freight address Wheeler

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Final will be sent to Salem October 10th

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday		
Monday		
Tuesday . . .		
Wednesday . .		
Thursday . . .		
Friday		
Saturday . . .		

RECEIVED OCT 10 1932 STATE HIGHWAY ENGINEER

NOTED J. D. SMITH

Signed

Title Resident Engineer

Lemhuler #1320

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

Lemhouse #1320

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

STATE OF OREGON

BUREAU OF LABOR

C. H. GRAM
COMMISSIONER

CAPITOL BUILDING
SALEM, OREGON

GR 1530

Portland, Oregon,

October 6, 1932.

Oregon State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:

Reference is made to your letter of October 1st, relative to claim against I, L. Young, general contractor, in connection with State Highway Contract No. 1320 for the construction of the Otis-Siletz River Section of the Oregon Coast Highway, concerning the settlement of claim of Ervin Pope in the amount of $24.85.

Please be advised that through this office a settlement between the sub-contractors and Mr. Pope and Mr. Albert Bartlini was effected, and both the claimants received payment and receipted in full to the sub-contractors on or about September 29th, 1932.

I trust this is the information you desire.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

OCT 1932

#1320

153 B

October 4, 1932

United States Fidelity & Guaranty Company
R. W. Schmeer Co., Agents
Wilcox Building
Portland, Oregon

Gentlemen:

We are today in receipt of notice of claim filed by D. N. Hendricks of Oceanlake, Oregon, for damage sustained by him in the sum of $250.00 on account of the shooting of rock over about ten acres of his ground, breaking up and destroying water pips, tearing down fences and for leaving a pile of maintenance rock on his premises, in connection with the construction of the Otis-Siletz River Section of the Oregon Coast Highway under State Highway Contract No. 1320 awarded to I. L. Young.

This information is given you since you appear as surety on the bond filed by the contractor in this instance.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. I. L. Young
521 Henry Bldg.
Portland, Oregon

October 4, 1932

Mr. G. B. McCluskey
Lawyer
Toledo, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of October 3 advising us of the claim of D. N. Hendricks of Oceanlake, Oregon, against I. L. Young, contractor, to whom the State Highway Commission awarded contract for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway.

We offer for Mr. Hendricks' protection the bond furnished by Mr. Young in connection with this project which was furnished for the protection of all just claims, debts, dues and demands incurred against the project. The bond in this instance was written by the United States Fidelity & Guaranty Company for whom R. W. Schneer Co. are agents, with offices in the Wilcox Building, Portland, Oregon.

It is suggested that Mr. Hendricks file notice of his claim with the bonding company; also with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws, copy of which is inflosed.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jh

Law Offices of

G. B. McCLUSKEY

TOLEDO, OREGON

October 3, 1932.

RECEIVED
OCT 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Sirs: Re: I. L. Young, Contractor

D. N. Hendricks of Oceanlake, Oregon has a claim against the Contractor, I. L. Young, who recently resurfaced the Otis-Siletz Bay Section of the Oregon Coast Highway, in the sum of $250.00 as damage for shooting rock over about ten acres of ground, breaking up and destroying water pipe, tearing down fences, and for leaving a pile of maintenance rock on his premises.

Mr. Hendricks would appreciate very much your taking this into consideration in settling with the contractor.

Yours very truly,

G. B. McCluskey

GBM:H

Form 20—F-20139—6M—1-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 1st, 193 2

Job name Otis - Siletz River Surfacing

Highway Oregon Coast 1538

County Lincoln Job prefix ZIPN-

Week from Sept 24th to Oct 1st

Mail address Ocean Lake Ore

Telegraph or telephone address "

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed the stock pile materials and trimmed the shoulders on the entire section. He is now removing the crushing plant from the quarry.

The final records are completed and being shipped to Salem.

RECEIVED
OCT 4 1932
DIV. OF ...

NOTED
DIV. ENGR. .....
ASST. DIV. ENGR. .....

(See back of this sheet for instructions and detailed information)

Signed Carl Peterson

Title Res. Engin.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ... 11.53

Miles completed ... 11.53

Miles partially done ... 0

Total cubic yards in project ... 54056 ±

Cubic yards produced to date ... 54056.4

Average daily yardage produced this week ... 200

Average daily yardage necessary to complete on time ... —

Contractor's average force for week ... 30 ... men,

... teams, ... 6 ... trucks

Project will be completed about ... Oct 1st 1932

Number of men in Engineering Party ... 3

INSTRUCTIONS

Weekly reports are require[d] submitted by all Locating Resident and other Field Engineer[s] parate reports must be submitted for each job, and no single re[port] hall cover more than one job.

Reports shall be mailed [to] not later than Sunday night. The original copy shall be mai[led] direct to the Salem office, and the duplicate direct to the Divi[sion] Engineer. The triplicate copy shall be retained in the Field Engineer[s] files.

Do NOT include in weekly report[s] matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ... 21 PN-1 ... Percentage ... 50%
2. ... 21 MJ-507 ... Percentage 50%
3. ... Percentage ...
4. ... Percentage ...

Form 30—F-30126—6M—1-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date October 1st 1932, 193...

Job name Bit Macadam Project No 9 — Week from Sept 24th to Oct 1st

Mail address Nehalem, Ore PO Box 2

Highway Salmon River, Oregon Coast (U.S. 153-B) — Telegraph or telephone address Nehalem

County Tillamook-Lincoln — Job prefix [illegible] — Express and freight address Wheeler

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Work has continued this week on this final as well as the finals on Projects 8 and 12. Work has been additional checking and combining the work done on the final seal with the main work heretofore completed. The estimate is completed except a few minutes work in putting down oil quantities. I would like to discuss the matter of this distribution before the final goes in, will hold it for a few days.

This will be the last report on Project No 9

RECEIVED
OCT 5 - 1932
CONST... ENGINEER

RECEIVED
OCT 5 1932
...

(See back of this sheet for instructions and detailed information)

Signed J. W. Cecil

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1320
Investigation
153B

October 1, 1932

C. H. Cram, Commissioner
Bureau of Labor
Salem, Oregon

Dear Sir:

Inclosed is copy of letter of September 30, received by this office from I. L. Young, General Contractor, being copy of his letter to the U. S. Fidelity & Guaranty Company, surety on the bond furnished this office in connection with State Highway Contract No. 1320 for the construction of the Otis-Siletz River Section of the Oregon Coast Highway. We desire to have verification from your office that the information given in this letter is correct.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:
jn

I. L. YOUNG
GENERAL CONTRACTOR

521 HENRY BUILDING
PORTLAND, OREGON

Sept.30-1932.

RECEIVED
OCT 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

U.S.Fidelity & Guaranty Company,
Porter Bldg.,
Portland,Oregon.

Gentlemen:

We are in receipt of a letter Sept.24th, for a claim filed by Ervin Pope in amount of $24.85 Against our contract #1320.

Mr.Pope as we understand, worked for Tony Bori and Jack Smith as a truck driver. Mr.Smith called at our office this P.M. and presented a receipt from the Labor Bureau showing the claim to be satisfied.

Yours very truly,

I.L.YOUNG

Per

COPY to Oregon State Highway Com.

June 15, 1932.

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are inclosed six copies of estimate accompanying oiling specifications for the Otis-Siletz River Section, Project No. 153-B. Five bid proposals for this work are likewise inclosed.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/EK
Inclosures

Oregon State Highway Department — Project No. 153-B

[illegible]-SILETZ RIVER SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate with oiling specifications. Not as basis for modified agreement.)

Salem, Oregon, June 14, 1932.

Grading

All Required		Clearing and Grubbing		$ 5,000.00
41,000	cu. yds.	Class "A" Excavation	$ 0.24	9,840.00
62,000	" "	Class "B" "	0.25	15,500.00
17,000	" "	Class "C" "	0.32	5,440.00
110,000	sta. yds.	Overhaul	0.02	2,200.00
26,000	yd. mi.	Truck Haul	0.18	4,680.00
90	cu. yds.	Class "A" Concrete	26.00	2,340.00
8	" "	Class "C" "	15.00	120.00
12,000	lbs.	Metal Reinforcement	0.07	840.00
1,800	lin. ft.	Timber Piling	0.65	1,170.00
380	" "	12" Concrete Pipe	1.10	418.00
570	" "	18" " "	2.00	1,140.00
90	" "	24" " "	2.80	252.00
200	cu. yds.	Salvaging Surfacing Materials	0.40	80.00
10,000	" "	Temporary Surfacing	1.10	11,000.00
45,000	yd. mi.	Hauling Gravel, Truck Measure	0.18	8,100.00
				$ 68,120.00
		10% Engr. & Cont.		6,812.00
		Total, Grading		$ 74,932.00

Surfacing

1,500	cu. yds.	Rock or Gravel in Sub-base (Incl.Haul)	$1.25	$ 1,875.00
11,300	" "	Broken Stone in Base Course	0.97	10,961.00
15,000	" "	Coarse Broken Stone in Top Course	0.97	14,550.00
2,300	" "	Key Materials in Top Course	1.15	2,645.00
3,300	" "	Screenings	1.10	3,630.00
159,600	yd. mi.	Hauling Broken Stone, Truck Mens.	0.10	15,960.00
4,000	cu. yds.	Earth Shoulders	0.30	1,200.00
4,000	yd. mi.	Hauling Earth Shoulders	0.10	400.00
5,000	cu. yds.	Rock or Gravel Shoulders (Incl.Haul)	1.10	5,500.00
3,000	" "	Filler	0.30	900.00
6,000	yd. mi.	Filler Haul	0.10	600.00
1,500	M-Gal.	Sprinkling	2.00	3,000.00
2.5	miles	Scarifying and Fine Grading	200.00	500.00

1,400	cu. yds.	3/4" - 1½" Broken Stone in Stockpile	1.00	$1,400.00
700	" "	¼" - ¾" " " " "	1.00	700.00
8,400	yd. mi.	Hauling Broken Stone (Pile Measure)	0.10	840.00
		Sub-total, Surfacing		$64,881.00

Oil Mat Surface Treatment, Type Seal:

11.5	miles	Preparation of Base	70.00	$ 805.00
2,100	cu. yds.	Placing Mineral Aggregate	1.10	2,310.00
6,000	yd. mi.	Hauling Mineral Aggregate	0.15	900.00
230	tons	No. 3 Oil in Place	22.50	5,175.00
		Sub-total, Oiling		$ 9,190.00
		Sub-total, Surf. and Oil.		$74,071.00
		10% Engr. & Cont.		7,407.10
		Total, Surfacing & Oiling		$81,478.10
				$142,191.00
		10% Engr. & Cont.		14,219.10
		Total- - - - - - - - - - - -		$156,410.10

Length of Project, gross 11.531 miles
" " Baxter Crk. Bridge 29.0 ft.
" " Fraser Crk. Bridge 32.0 "
" " Devils Lake Outlet Br. 188.0 "
" " Boesner Crk. Bridge 405.3 "
" " Drift Crk. Bridge 187.6 "
Total 841.9 ft. 0.160 miles

Length of Project, net 11.371 miles

Cost per mile $13,755.17

SUMMARY

Item	Total Cost	Federal Aid	Emergency Funds	State Funds
Grading	$74,932.00	$37,466.00	$30,003.90	$ 7,462.10
Surfacing	81,478.10	50,703.82	- -	30,774.28
	$156,410.10	$88,169.82	$30,003.90	$ 38,236.38

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1929.

State Funds for Maintenance: Chapter 41, Laws 1927.

~~R.W.B.~~

21 PW
4/19/32 153B

Referring to your memo attached to Voucher in favor of Mulne & Dussault for equip. rental in the amount of $763.35 :-

Please note the attached copy of bill as originally submitted in the amount of $1094.60 Please also note that the rental rate quoted in your memo of $6.00 per shift for a 220 Compressor with two jack hammers is the inter-department rate. The rate for outside rental, to which the case under discussion should be compared, is 1/3 more or $8.00 per shift or $223.60 for a 26 shift month. Note also however does not cover any drill steel, hose, Tools etc which in the case of department work is charged direct to the job or in the case of outside rental must be furnished by the renter. The rate of $250 per month on which Mulne & Dussault's bill is based includes not only the compressor & jack hammers but also all drill steel, hose, tools etc and no charge has been

of the Roosevelt Coast Highway.

Per Order of B. O. Johnson, Resident Engineer.

Rental of Compressor outfit (1) Ingersoll Rand Co. Kilby Section
between Feby 22 1931 and June 15 1931, not full time.
Compressor outfit 220 Ingersoll-Rand
2 jackhammers
Steel, hose, tools etc. etc

3 months rental @ $250.00 per month

Bill is, forwarded.

one four hour [illegible] of which Mr Milne stated there was considerable.

I think the bill is entirely reasonable. The reduction of the total charge which I secured from Mr Milne was on adjustment of the time during which the outfit was in our possession but not in use.

Very truly yours

O D Clarke

of the Roosevelt Coast Highway.

Per Order of B. O. Johnson, Resident Engineer.

Rental of Compressor outfit for [illegible] on Pes - Lobely Section between July 22 1931 and June 15 1931, not full time.

Compressor outfit 220 Gardner - Denver

2 jackhammers

[illegible]

3 months rental @ $ 250 per month.

[illegible] furnished -

NOTED
State Highway Engineer

RECEIVED
APR 19 1932
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

W. J. DUSSAULT

21 PR

LT

June 15th 1931

Date of rentals from February 22nd 1931 to June 15th 1931:

Rental on Compressor - 1 month @ $250.00 per month	$250.00
2¾ month @ $200.00 per month	550.00
Rental on 2 Jackhammers - 3¼ months @ $25.00 per month each.	187.50
Rental on Steel, Pipe, Hose, Tools, etc. @ $25.00 per month for 3¼ months.	93.75
20 Gallons Compressor Oil @ 60¢ per Gallon	12.00
½ Box Caps	.80
½ Reel Fuse	.55
Total	$1,094.80

Equipment for testing holes in Quarry on Otis-Taft Section of the Roosevelt Coast Highway.

Per Order of B. O. Johnson, Resident Engineer.

F. J. DUSSAULT

21 PR

MILNE & DUSSAULT

GENERAL CONTRACTORS
1853 E. Broadway,
Portland, Oregon.

June 15th 1931

Oregon State Highway Dep't.,

Salem, Oregon.

Date of rentals from February 22nd 1931 to June 15th 1931:

Rental on Compressor - 1 month @ $250.00 per month	$250.00
3¾ month @ $200.00 per month	550.00
Rental on 2 Jackhammers - 3¾ months @ $25.00 per month each.	187.50
Rental on Steel, Pipe, Hose, Tools, etc. @ $25.00 per month for 3¾ months.	93.75
20 Gallons Compressor Oil @ 60¢ per Gallon	12.00
½ Box Caps	.80
½ Reel Fuse	.55
Total	$1,094.60

Equipment for testing holes in Quarry on Otis-Taft Section of the Roosevelt Coast Highway.

Per Order of B. O. Johnson, Resident Engineer.

#132
Lincoln Co
153-B

September 30, 1932

United States Fidelity & Guaranty Co.
R. W. Schnoor Co., Agent
Wilson Building
Portland, Oregon

Gentlemen:

Inclosed is copy of the claim of F. G. Abel, Proprietor of the Roosevelt Garage, in the amount of $27.80, for material and labor furnished to Mr. I. L. Young in connection with State Highway Contract No. 1328 awarded Mr. Young for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

This information is given you since you appear as surety on the bond of the contractor.

Very truly yours

Secretary

HBG:
jn
c.c. I. L. Young
521 Henry Building
Portland, Oregon

September 30, 1932

F. G. Abel, Proprietor
Roosevelt Garage
DeLake, Oregon

Dear Sirs

Receipt is acknowledged of your letter of September 27 advising us of your claim against I. L. Young for material and labor furnished in connection with State Highway contract No. 1320 awarded Mr. Young for the surfacing of the Otis-Siletz River section of the Oregon Coast Highway in Lincoln County, which claim amounts to $27.80.

I regret that I am unable to give you any assistance in the collection of your claim other than to refer you to the surety on the bond which was furnished by Mr. Young for the protection of labor and material claims, and all other just debts, dues and demands incurred against the project. The bond in this instance was furnished by the United States Fidelity & Guaranty Company for whom R. W. Schmeer Co., Wilcox Building, Portland, as agent.

I would suggest that you file your claim with the bonding company, and also with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws 1931, a mimeographed copy of which is inclosed.

Very truly yours

Secretary

HBG:jn

...elding | Blacksmithing | Storage
...ttery Recharging | General Repairing

DELAKE, ORE. Sept 27 1932

MR. State Highway Commisson

...IN ACCOUNT WITH....

ROOSEVELT GARAGE

F. G ABEL, Proprietor

. . GAS, OIL, TIRES, AND ACCESSORIES . .

...g. 2 1932

Dear Sirs. I am sending you a statement for labor & material got Used by V. S. young Const Co- On Job Rocking from Cty's to Siletz River Bridge. this work was brought in by W.W. Head. Mr young Foreman. and he told me to do it and send the Bills to their office. which I did But got no money & I also wrote Mr young and got no answer from him. I see they are moving out now, and my bill is not paid which was all for hard honest labor & materials Wont you please let me know what I can do about it I only run a small Business & realy am not able to loose it the numbers on Bill are the Licence no for 1932 on trucks which I worked on. Hoping I dont have to loose this.

Yours Truly
Roosevelt Garage
De Lake Ore
F.G. abel

	10.20
	2.00
	2.00
	1.50
	1.50
	.90
	.25
	4.85
	2.25
	1.00
	1.00
	.75
	27.80

Welding — Blacksmithing — Storage
Battery Recharging — General Repairing

DELAKE, ORE. Aug 2 1932

MR. V. S. Young Const. Co

...IN ACCOUNT WITH....

ROOSEVELT GARAGE

F. G ABEL, Proprietor

. . GAS, OIL, TIRES, AND ACCESSORIES . .

May	2	1-32x4 tire & tube		10 20	10.20
	9	Rep Dump truck	85-371-	2 00	2.00
	9	Rep Dump truck	85-372-	2 00	2.00
	15	Mak. dump irons	51-697-	1 50	1.50
	15	" " "	254-509	1 50	1.50
	18	Rep Horn & Bracket	51-697	50	.50
	19	4 ft. Chain	51-697	25	.25
	24	Grind Valves	85-371	4 85	4.85
	24	spreader Chains	51-697	2 25	2.25
	26	Rep Grader Knuckle		1 00	1.00
June	28	Sharp Scarfire Grader		1 00	1.00
July	2	1 Rental Battery 3 days Young		75	.75
				27 80	27.80

g. 2 1932

DeLake, Ore., Aug. 2 1932

Mr. I. L. Young Cont. Co.

In Account With

ROOSEVELT GARAGE
F. G Abel, Proprietor

May 2	1-32x4 tire & Tube		10.20
9	Rep dump truck 85-271		2.00
9	Rep Dump truck 85-372		2.00
15	Mak. dump irons 51-697		1.50
15	" " " 254-509		1.50
18	Rep Horn & Bracket 51-697		.50
19	4 ft. chain 51-697		.25
24	Grind valves 85-371		4.85
24	2 reader chains 51-697		2.25
26	Rep Grader Knuckle		1.00
June 28	Sharp Scarfire grader		1.00
July 2	1 rental battery 3 days	Young	.75
			27.80

DeLake, Ore., Aug. 2 1932

Mr. I. L. Young Cont. Co.

In Account With

ROOSEVELT GARAGE
F. G Abel, Proprietor

May 2	1-32x4 tire & Tube	10.20
9	Rep dump truck 85-271	2.00
9	Rep Dump truck 85-372	2.00
15	Mak. dump irons 51-697	1.50
15	" " " 254-509	1.50
18	Rep Horn & Bracket 51-697	.50
19	4 ft. chain 51-697	.25
24	Grind valves 85-371	4.85
24	8 reader chains 51-697	2.25
26	Rep Greder Knuckle	1.00
June 28	Sharp Scarfire grader	1.00
July 2	1 rental battery 3 days Young	.75
		27.80

#1320

153-B

The American National Bank

OF PORTLAND

— MEMBER FEDERAL RESERVE SYSTEM —

Portland, Oregon

September
Twenty-seventh
Nineteen
Thirty-two

Mr.H.B.Glaisyer, Secretary,
Oregon State Highway Commission,
SALEM,OREGON

Dear Mr.Glaisyer:

Enclosed herewith please find assignment of claim, executed by I.L.Young, covering assugnment of estimate No. 5,Contract No. 1320.

We return these to you in accordance with your letter of September 20th, and we will thank you to see that remittance in accordance with the above is forwarded us in due course.

Very truly yours,

G.S. TINSDALE
President

G
S
H:E
E
W
ENC

one copy of assignment attached to Contract

SEP 28 1932
SEP 28 EARL P. SMITH
AUDITOR

D-12191—1M—4-29.

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF .....

($11.87½) Dollars, to me paid, I hereby sell, assign and transfer the within claim for labor and material furnished in connection with estimate #5, Contract #1520 between Oregon State Highway Commission and I. L. Young covering surfacing of the Otis-Siletz River Section of the Oregon Coast Highway to The American National Bank, Portland, Oregon and authorize and empower said The American National Bank, Portland, Oregon to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this 16 day of September, 1932

Executed in the presence of us as witnesses:

J. L. Ramon — I. L. Young 11 Tours

---

ty.

The claim is for services performed at the request of Tony Bori and Jack Smith, subcontractors.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc I. L. Young
Henry Bldg.
Portland

OK OK #1320

PR 153B

September 24, 1932

U. S. Fidelity & Guaranty Co.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

It has come to our attention that Ervin Pope has a claim, in the sum of $24.85, against State Highway Contract No. 1320, which was awarded to I. L. Young for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

The claim is for services performed at the request of Tony Bori and Jack Smith, subcontractors.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc I. L. Young
Henry Bldg.
Portland

BUREAU OF LABOR

September 24, 1938

Bureau of Labor,
Courthouse,
Portland, Oregon.

Gentlemen:

This acknowledges receipt of your letter of September 23 and the affidavit of Erwin Pope.

Enclosed you will find certified copy of the contract and bond in connection with State Highway Contract No. 1520 which was awarded to I. L. Young for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Very truly yours,

Secretary

AJ

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON

BUREAU OF LABOR

C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

RECEIVED
SEP 24 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

September 23, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Enclosed herewith find affidavits of Ervin Pope and Albert Bartlini, who worked as laborers for I. L. Young, contractor on the State Highway project surfacing the Roosevelt Highway near Ocean Lake, Oregon.

Kindly send us certified copies of contract and bond or contractor on this project and oblige,

Very truly yours,

BUREAU OF LABOR

BY Charles H. Elrey.
DEPUTY COMMISSIONER OF LABOR

CHE/ D

RECEIVED
SEP 24 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Ervin Pope, being first duly sworn on oath depose and say, that I was employed by Tony Bori and Jack Smith, sub-contractors under I. L. Young original contractor, as a laborer to drive truck on that certain State Highway project surfacing the Roosevelt Highway near Ocean Lake, Oregon; that I performed work, labor and services on behalf of the said contractor I. L. Young, at the special instance and request of the said subpcontractors, Tony Bori and Jack Smith, between the dates of June 29, 1932 and July 17, 1932 inclusive, during regular working hours and I also performed work in excess of eight hours per day; that the value of said work and labor and the agreed price therefore was $3.00 per day for 8 hours per day and that I have not been paid in full for my said labor performed on behalf of said contractor on said State work. That there is due and owing me the sum of approximately $24.85 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same: that I make this affidavit to secure a certified copy of the bond and contract of I. L. Young from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Ervin Pope

Subscribed and sworn to before me this 23rd day of September, 1932.

Charles A. Ebey
Notary Public for Oregon

My Commission expires 5/5/35

RECEIVED
SEP 24 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Albert Bartlini , being first duly sworn depose and say, that I was employed by Tony Bori and Jack Smith, sub-contractors under I.L. Young original contractor, as a laborer to drive truck on that certain State Highway project surfacing the Roosevelt Highway near Ocean Lake, Oregon; that I performed work, labor and services on behalf of the said contractor I. L. Young, at the special instance and request of the said sub-contractors, Tony Bori and Jack Smith, between the dates of June 28, 1932 and July 17, 1932 inclusive, during regular working hours and I also performed work in excess of eight hours per day; that the value of said work and labor and the agreed price therefore was $3.00 per day for 8 hours per day and that I have not been paid in full for my said labor performed on behalf of said contractor on said State work. That there is due and owing me the sum of approximately $24.10 for said work, labor and services; that I have made a demand upon said contractor for said sum but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of I. L. Young from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

Albert Bartlini

Subscribed and sworn to before me this 23rd day of September, 1932.

Charles H. Edsey
Notary Public for Oregon

My Commission expires 5/5/35

#1292

1538

September 24, 1932

Mr. Fred A. Williams,
Attorney at Law,
Salem, Oregon.

Dear Sir:

This acknowledges receipt of your letter of September 22 enclosing two copies of notice of claim of Capital City Transfer Co. against State Highway Contract No. 1292, which was awarded to Berbe Bros. for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

It is noted that the claim is for $5.00 and is for labor and services performed at the request of Harmon & Tittle, subcontractors.

Copy of this notice is being forwarded to the surety on the contractor's bond.

Very truly yours,

Secretary

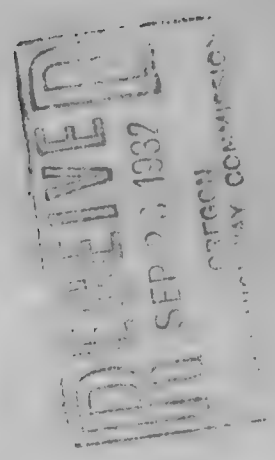
AJ

FRED A. WILLIAMS
ATTORNEY AT LAW
SALEM, OREGON

SEPTEMBER
22
1932

OREGON STATE HIGHWAY COMMISSION
H. B. Glaisyer, Secretary
Salem, Oregon

In re: Project No. 1373
Contract No. 1892
Otis-Siletz River
Section of Coast
Highway



Gentlemen:

Please find herewith enclosed Notice of Lien by the Capital City Transfer Co. against the above numbered project, together with duplicate for the bonding company.

For the present, you need not send me the contract because the claim is small--only $5.00--but then it is coming, so it ought to be paid. If I need the contract, I will let you know.

Yours very truly,

Fred A. Williams

Fred A. Williams
P. O. Box 435
Salem, Oregon

Encl. 2
FAW:SEW

Salem, Oregon
September 19, 1932

To

HAL E. HOSS
Secretary of State
Salem, Oregon

And TO THE
OREGON STATE HIGHWAY COMMISSION
H. B. Glaisyer, Secretary
Salem, Oregon

In re: Project No. 1373
Contract No. 1292
Contract dated May 2, 1931
Bond dated and executed
May 8, 1931
11.53 miles grading of
Otis-Siletz River Section
of Coast Highway, Lincoln
County, State of Oregon
Principal Contractor,
Berke Bros., Inc.
Sub-contractors, L. P. Harmon
and Lee Tittle, a copartnership,
doing business as Harmon & Tittle

NOTICE IS HEREBY GIVEN, that the undersigned, F. E. LOOSE, doing business under the style and assumed business name of CAPITAL CITY TRANSFER CO., with his principal place of business at 226 State Street, Salem, Oregon, has a claim for labor and services performed and machinery furnished in the hauling, setting up and repairing of equipment equally used in the carrying out of the contract that is the above numbered, between the 6th day of February, 1931, and the 8th day of August, 1931, both dates inclusive, all of which equipment used, set up and operated was located on or immediately adjacent to this section of the highway hereinbefore named and hereinafter described, for the prosecution of the work provided for in said contract between the OREGON STATE HIGHWAY COMMISSION and BERKE BROS., INC., for and on behalf of L. P. HARMON and LEE TITTLE, a copartnership, doing business as HARMON & TITTLE, sub-contractors, and working on said job, in the sum of TWO HUNDRED FIVE and no/100 DOLLARS ($205.00), no part of which has been paid excepting the sum of TWO HUNDRED and no/100 DOLLARS ($200.00) paid October 6, 1931, leaving a balance due of FIVE and no/100 DOLLARS ($5.00) with interest at the rate of six percent (6%) per annum from October 6, 1931, against the bond of BERKE BROS., INC., as principal, and the AETNA CASUALTY & SURETY COMPANY of Hartford, Connecticut, as surety, upon such bond, for the work, construction and prosecution of work in improving, rocking and grading that certain highway known as the Otis-Siletz River Section of the Coast Highway in Lincoln County, Oregon, at the instance and request of said HARMON & TITTLE, hereinbefore named sub-contractors; the said highway herein referred to being a part of the State highway system of Oregon, and pursuant to that Contract No. 1292 and Project No. 1373, which Contract and Bond, in order to be definite and certain, are by this reference made a part and parcel of this Notice. The Contract is dated May 2, 1931, and the Bond is dated May 8, 1931.

That One (1) year has not expired since completion of the Contract and acceptance of the work, labor and services supplied and performed for the prosecution of the work provided for in said Contract on said highway with the Oregon State Highway Commission. Due demand has been made at numerous and diverse times for payment of this Contract and payment refused.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of September, 1932.

Fred W. Williams
Attorney for Claimant
P. O. Box 435
Salem, Oregon

F. E. Loose (SEAL)
doing business under the style and
assumed business name of CAPITAL CITY
TRANSFER CO., with his principal place
of business at 226 State Street, Salem,
Marion County, Oregon.

#1262

1538

September 24, 1932

Aetna Casualty & Surety Co.,
% Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you copy of notice of claim that was filed with the Secretary of State by Capital City Transfer Co., against State Highway Contract No. 1262, which was awarded to Berke Bros. for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

The claim is in the sum of $5.00 and is for labor and services performed at the request of Harmon & Tittle, subcontractors.

Copies of the notice are sent to you as you appear as surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Berke Bros.
1258 Belmont
Portland

September 24, 1952

Hal E. Hoss, Secretary of State,
Salem,
Oregon.

Dear Sir:

This acknowledges receipt of your letter of September 23 enclosing copies of notice of claim filed by Capital City Transfer Co. against State Highway Contract No. 1292, which was awarded to Berke Bros. for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

It is noted that the claim is for $5.00 and is for labor and services performed at the request of Harmon & Tittle, subcontractors.

Copies of the notice are being forwarded to the surety and the contractor.

Very truly yours,

Secretary

AJ

COPY

Salem, Oregon
September 19, 1952

To

HAL E. HOSS
Secretary of State
Salem, Oregon

And TO THE
OREGON STATE HIGHWAY COMMISSION
H. B. Glaisyer, Secretary
Salem, Oregon

In Re: Project No. 1373
Contract No. 1292
Contract Dated May 2, 1951
Bond dated and executed May 8, 1951.
11.55 miles re-grading of Otis-Siletz River Section of Coast Highway, Lincoln County, State of Oregon
Principal Contractor, Berke Bros., Inc.
Sub-contractors, L. P. Harmon and Lee Tittle, a copartnership, doing business as Harmon &Tittle

NOTICE IS HEREBY GIVEN, that the undersigned, F. E. LOOSE, doing business under the style and assumed business name of CAPITAL CITY TRANSFER CO., with his principal place of business at 226 State Street, Salem, Oregon, has a claim for labor and services performed and machinery furnished in the hauling, setting up and repairing of equipment actually used in the carrying out of the contract that is the above numbered, between the 6th day of February, 1951, and the 8th day of August, 1951, both dates inclusive, all of which equipment used, set up and operated was located on or immediately adjacent to this section of the highway hereinbefore named and hereinafter described, for the prosecution of the work provided for in said contract between the OREGON STATE HIGHWAY COMMISSION and BERKE BROS., INC., for and on behalf of L. P. HARMON and LEE TITTLE, a copartnership doing business as HARMON & TITTLE, sub-contractors, and working on said job, in the sum of TWO HUNDRED FIVE and no/100 DOLLARS ($205.00), no part of which has been paid excepting the sum of TWO HUNDRED and no/100 DOLLARS ($200.00) paid October 6, 1951, leaving a balance due of FIVE and no/100 DOLLARS ($5.00) with interest at the rate of six percent (6%) per annum from October 6, 1951, against the bond of BERKE BROS., INC., as principal, and the AETNA CASUALTY & SURETY COMPANY of Hartford, Connecticut, as surety, upon such bond, for the work, construction and prosecution of work in improving, rocking and grading that certain highway known as the Otis-Siletz River Section of the Coast Highway in Lincoln County, Oregon, at the instance and request of said HARMON & TITTLE, hereinbefore named sub-contractors; the said highway herein referred to being a part of the State highway system of Oregon, and pursuant to that Contract No. 1292 and Project No. 1373, which Contract and Bond, in order to be definite and certain, are by this reference made a part and parcel of this Notice. The Contract is dated May 2, 1951, and theBond is dated May 8, 1951.

That One (1) year has not expired since completion of the Contract and acceptance of the work, labor and services supplied and performed for the prosecution of the work provided for in said Contract on said highway with the Oregon State Highway Commission. Due demand has been made at numerous and diverse times for payment of this Contract and payment refused.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of September, 1952.

F. E. LOOSE (SEAL)
doing business under the style and assumed business name of CAPITAL CITY TRANSFER CO., with his principal place of business at 226 State Street, Salem, Marion County, Oregon.

FRED A. WILLIAMS
Attorney for Claimant
P. O. Box 455
Salem, Oregon

Endorsed: File No.2120
Filed September 23, 1952, HAL E. HOSS, Secretary of State.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 23, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we have received from Fred A. Williams, Attorney, Salem, Oregon, and filed as of this date, a notice of claim by F. E. Loose, doing business as Capital City Transfer Co., for labor performed in the sum of $5.00 with interest at 6% from October 6, 1931, against the bond taken from Berke Bros. Inc, principal, and Aetna Casualty & Surety Company, surety, for work on the Otis-Siletz River Section of the Coast Highway in Lincoln Co.

We are enclosing a copy of this claim for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

#1320

15-3-B

September 20, 1932.

Mr. G. S. Hinsdale, President
The American National Bank
Portland, Oregon

Dear Sir:

Complying with your request of the 19th instant I have prepared and am handing you herewith several copies of an Assignment of Claim whereby I. L. Young, Contractor, to whom the State Highway Commission awarded a contract for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway, assigns moneys due him in connection with estimate No. 5 of this contract to the American National Bank.

If you will please have Mr. Young sign these forms and return at least two of them to this office we will be pleased to honor the same if they have been properly executed.

Wish to call your attention to the fact that the United States Fidelity and Guaranty Company, who appears as surety in the bond furnished by Mr. Young in connection with this project, has consented to the assignment to the American National Bank up to the limit of twelve thousand dollars ($12000.00). In the event this particular estimate No. 5 is in a sum in excess of twelve thousand dollars ($12000.00) then we cannot honor the assignment unless we have a further letter from the bond company agreeing to the assignment of the excess amount. We do not have figures available in this office at the present time to determine whether or not the amount of the estimate will exceed the sum of twelve thousand dollars ($12000.00).

Very truly yours

MBG:MC

Secretary

cc - Commissioners

The American National Bank

OF PORTLAND

MEMBER FEDERAL RESERVE SYSTEM

Portland, Oregon

September
Nineteenth
Nineteen
Thirty-two

Oregon State Highway Commission,
SALEM, OREGON

Attention Mr. H. B. Glaisyer

Gentlemen:

Referring to contract with I.L.Young, for surfacing the Otis-Silets River Section of the Oregon Coast Highway, please be advised that Mr. Young desires to assign his estimate No. 5, due under the above contract, to our bank.

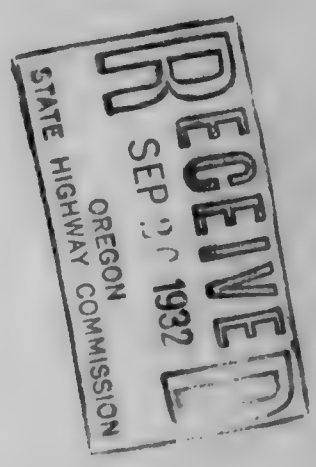
Consent of surety has been obtained, under date of September 16th, by virtue of a letter addressed to your commission, and a copy of same has been forwarded to us.

Kindly forward to us your usual assignment, which same we will have executed by Mr. Young and return to you.

Very truly yours,

G
S
H:F
E
W

[illegible]
President



will be ready 12 m

Form 30—[illegible]—8-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 27th, 193 2

Job name Bit Macadam Project No 9

Week from August 20th to August 27th

Mail address Corvallis

Highway Coast, Salmon River 153 B

Telegraph or telephone address 288W Corvallis

County Lincoln, Tillamook Job prefix 21PP

Express and freight address Corvallis

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work completed on this project July 20th except final seal and several miles of 0-28 North of Taftwhere the grade was not yet ready. Compton's crew will complete the final seal and the 0-28 next week.

RECEIVED
[illegible] 1932

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	No regord of coast weather	
Monday	in Corvallis office	
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

RECEIVED
AUG 29 1932

NOTED H. O. SMITH

Signed J. K. Scott

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1320

163

August 17, 1932

United States Fidelity & Guaranty Company
R. W. Schmeer Co., Agents
Wilcox Building
Portland, Oregon

Gentlemen:

We have been advised by Mr. Tom Vosika that he has a claim in the total sum of $29.50 for hauling charges on gravel and rent retained by Mr. I. L. Young, contractor, in connection with State Highway Contract No. 1320 for the construction of the Otis-Siletz River section of the Oregon Coast Highway.

This information is given you since you appear as surety on the bond furnished by the contractor in this instance.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HHC
jm

c.c. Mr. I. L. Young
521 Henry Building
Portland, Oregon

#134

August 17, 1932

Mr. Tom Vosika
Tillamook, Oregon

Dear Sir:

We acknowledge receipt of your letter of August 11 setting forth your claim against Mr. I. L. Young, contractor for royalty for hauling gravel and for rent in the total amount of $29.50, in connection with State Highway Contract No. 1320 awarded to Mr. Young on February 4, 1932, for the construction of the Otis-Siletz River section of the Oregon Coast Highway.

Contractors who are successful in obtaining contracts for highway construction work are required to furnish the State with a surety bond forthe protection of any and all claims or debts incurred against the project. The bond furnished in connection with the above contract was written by the United States Fidelity & Guaranty Company for whom R. W. Schmeer Co., Wilcox Building, Portland, Oregon, are agents.

It is suggested that you file claim with the bonding company, as well as with the Secretary of State, in conformance with the provisions of Chapter 280, Oregon Laws for 1931, mimeographed copy of which is inclosed.

Copy of your letter being forwarded to the surety company for its information.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBC
jn

#13

1513

RECEIVED
AUG 12 1932
OREGON HIGHWAY COMMISSION

Aug 11, 1932.

Oregon. State
High. Way. Dept.
Salem. Oregon.

Tom Voriba.
Tillamook Oreg.
1016, E. 4th. St.

Dear Sir.

In regards of working for I. L. Young at Oceanlake Oregon.

When I went to work there I was hired by Mr. Wm. Head how was in charge of the hireing of teams for 9¢ gl. per. mile before we steeried our first estimate Mr. Head was sent on another job and they payed me of at 8¢ pr. gl. mi. and I wish you would please collect the other 1¢ for me. I have to witness

your letter of August
I. L. Young, contractor,
d in connection with the
section of the Oregon
ay Contract No. 1220 awarded

re unable to give you any
claim other than is refer
was furnished by Mr. Young
erial claims, and all other
ed against the project. The
y the United States Fidelity
Schmeer Co., Wilcox Building,
ld suggest that you file
well as with the Secretary
rovisions of Chapter 230, Ore-
copy of which inclosed.

of your letter to the com-
pany for their information.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
ja

#7330

1530

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

the day I was hired for T C
and there names are.
Mr. H W. Gragge. Of Cesar
Oregon. Gragge Motor Co.
Mr. C. Knapp
Tillamook Oregon.
And also they are holding
$7.50 of my money for rent that I
did not have nothing to do with
hoping that you will please
collect this for me.

Your Truly
Tom. Vosika.
my bill would be $22.01 for
2.201 yd. miles & 7.50 for rent
Total 29.50

letter of August
L. Young, contractor,
connection with the
tion of the Oregon
Contract No. 1520 awarded

nable to give you any
ion other than to refer
furnished by Mr. Young
l claims, and all other
gainst the project. The
e United States Fidelity
Co., Wilcox Building,
ggest that you file
as with the Secretary
ions of Chapter 280, Gre
of which inclosed.

our letter to the com-
for their information.

ery truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jm

#1320

August 16, 1952

Mr. Cliff Parker
Box 142
Newport, Oregon

Dear Sir:

We acknowledge receipt of your letter of August 12 advising of your claim against Mr. I. L. Young, contractor, in the sum of $95.24 for gasoline sold in connection with the construction of the Otis-Siletz River section of the Oregon Coast Highway, covered by State Highway Contract No. 1320 awarded to Mr. Young on February 4, 1952.

It is regretted that we are unable to give you any assistance in the collection of your claim other than to refer you to the surety on the bond which was furnished by Mr. Young for the protection of labor and material claims, and all other just debts, dues and demands incurred against the project. The bond in this instance was written by the United States Fidelity & Guaranty Company for whom R. W. Schmeer Co., Wilcox Building, Portland, Oregon are agents. I would suggest that you file claim with the bonding company, as well as with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1951, a mimeographed copy of which inclosed.

We are forwarding copy of your letter to the contractor and copy to the surety company for their information.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

August 16, 1932

United States Fidelity & Guaranty Company
R. W. Schmeer Company, agents
Wilcox Building
Portland, Oregon

Gentlemen:

Inclosed is copy of letter received from Mr. Cliff Parker of Newport, Oregon, in which he sets forth his unability to collect an account of $95.24 due and owing him by Mr. I. L. Young in connection with gasoline sold Mr. Young in the construction of the Otis-Siletz River section of the Oregon Coast Highway, covered by State Highway Contract No. 1320.

This information is being given you inasmuch as your company appears as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

MHG
jn

c.c. I. L. Young
521 Henry Building
Portland, Oregon

August 12, 1932

State Highway Commission

Salem, Oregon

RECEIVED
AUG 15 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are unable as yet to collect on accounts of $95.24 from D. L. Young the road contractor at De Lake.

We sold gas to

Tom Vosika	$82.69
D. L. Gaskill	9.85
C. Kapp	2.70
	$95.24

and he has saved this amount out of their

wages but has not
yet paid us and the
bill is about two months
past due.

It was our understanding that if we would notify you that you could make Mr. young pay this.

Yours truly,

Cliff Parker
Box 142
Newport, Oregon

#1320

1538

August 15, 1932

The American National Bank of Portland
Portland, Oregon

Gentlemen:

Attention V. O. Steenrod, Cashier

We have your letter of August 13 inclosing original and duplicate assignment in connection with State Highway Contract No. 1520 awarded to I. L. Young for the construction of the Otis-Siletz River section of the Oregon Coast Highway in Lincoln County.

The assignment appears to be properly executed and we have the consent of the surety company. We will, therefore, be pleased to honor this assignment and make payment in accordance with the provisions thereof.

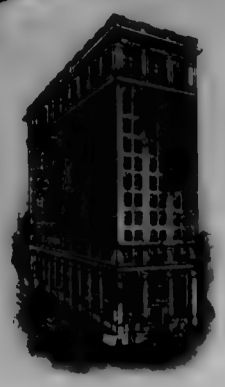
Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBC
jm

Copies in Court.



The American National Bank

OF PORTLAND

MEMBER FEDERAL RESERVE SYSTEM

Portland, Oregon

RECEIVED
AUG 15 1932
OREGON
STATE HIGHWAY COMMISSION

August
Thirteenth
Nineteen
Thirty-two

Oregon State Highway Commission,
SALEM, OREGON

Attention Mr.H.B.Glaisyer

Dear Sirs:

We enclose herewith original and duplicate assignment in connection with contract No. 1320, Estimate No. 4, for material and labor on the Otis-Silets River Section Highway.

This claim has been assigned to the American National Bank and duly executed by Mr.I.L.Young, the contractor.

We will much appreciate your acknowledgement.

Very truly yours,

V.O.STEENROD
Cashier

VOS:FEW

ENC

Form 30—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

RR 153B

RECEIVED
AUG 15 1932
OFFICE OF

FIELD ENGINEER'S WEEKLY REPORT

Date August 13, 1932

Job name Bit. Macadam Project 8&9

Week from Aug 6th to Aug 13th

Mail address Corvallis

Highway Oregon Coast, Corvallis-Newport, Salmon River.

Telegraph or telephone address 288 W Corvallis

County Lincoln-Tillamook Job prefix ~~21PP~~ 21PO

Express and freight address Corvallis

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Project # 8 Units 1-Eddyville-Pioneer Mt. Unit #2, Newport-Toledo, Unit #3 City of Newport, Completed except final seal, no men working this week.

Project #9 Unit #1, Beaver-Hebo, Unit #2 Otis-Sulphur Spring Section of Salmon River Highway, and Unit #3, Otis-Siletz River. Station 600+50 to station 923 except station 818-825, completed except for finish seal.

No men working this week.

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	No record of weather	
Monday	on coast fr. our office	
Tuesday ...		
Wednesday ..		
Thursday ...		
Friday		
Saturday ...		

RECEIVED
AUG 15 1932
OFFICE OF

NOTED
H. G. SMITH

Signed J. Scott

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

FR 153B

August 9, 1932

The American National Bank
Portland, Oregon

Gentlemen:

Attention Mr. S. S. Hinsdale,
President

Responding to your request of the 8th instant, I am enclosing herewith forms of assignment in triplicate covering the assignment of Estimate No. 4 for the period of July 15 to August 15 on the I. L. Young Contract No. 1320, Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County, to The American National Bank.

Kindly have two copies of this form of assignment signed by Mr. Young and return them to this office. The third copy may be retained.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

Enclosures
JMcF:AW

The American National Bank

OF PORTLAND

MEMBER FEDERAL RESERVE SYSTEM

Portland, Oregon

RECEIVED
AUG 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

August
Eighth
Nineteen
Thirty-two

Oregon State Highway Commission,
SALEM, OREGON

Gentlemen:

As per copy of letter under date of August 6th, received from the local office of the United States Fidelity & Guaranty Company, setting out consent of surety re.assignment Estimate No. 4, Otis-Siletz River Section of Oregon Coast Highway, Contractor, I.L.Young, please forward us the necessary forms in order that we may have Mr. Young execute same, making said assignment to us.

Very truly yours,

C. S. HINSDALE
President

CSH:FEW

Portland, Oregon,
August 6, 1932

American National Bank,
PORTLAND, OREGON

Gentlemen:

I hereby assign to the American National Bank of Portland, Estimate No. 4 on my contract with the Oregon State Highway Commission, for surfacing of the Otis-Siletz River Section of the Oregon Coast Highway.

Consent of the United States Fidelity and Guaranty Company, surety under this contract, has been obtained, and the State Highway Commission has been advised, as per letter of the United States Fidelity & Guaranty Company, addressed to the Oregon State Highway Commission, of August 6th, authorizing this assignment on all work performed to August 15th, 1932, not exceeding the sum of $21,000.00.

Very truly yours,

D. Young ILYOUNG

CC CC OR153B

Form [illegible]

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date August 6th. 1932, 193..

Job name Bit.Macadam Projects 8 & 9 — Week from July 30th to August 6th

Address Corvallis

Highway Oregon Coast, Salmon River [illegible] Corvallis-Newport — Telegraph or telephone address 288W Corvallis

21PO

County Lincoln -Tillamook Job prefix 21PP — Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No work during the current week on Project # 9 or on Units 1 - 2 - 3 of project # 8 reporting to this office.

No men employed

RECEIVED AUG 1932

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday		
Monday		
Tuesday . . .		
Wednesday . .		
Thursday . . .		
Friday		
Saturday . . .		

NOTED

DIV. ENGR.

ASST. DIV. ENGR.

RECEIVED AUG 1932 OFFICE OF COUNTY ENGINEER

NOTED H. O. SMITH

Signed [signature]

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

1538

August 2, 1932

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Box 5900
Portland, Oregon

Dear Sir:

I read with interest your communication of August 1 and Mr. Davis's memorandum with relation to the roughness of the Siletz Section of the Oregon Coast Highway, Oregon F. A. P. 155-B.

I have not had time to visit this section, but I am transmitting the information to H. G. Smith, Construction Engineer, with the request that he give this his very careful consideration and avoid a repetition of such an occurrence. However, the bituminous macadam with which we expect to cover this section will eliminate this roughness, inasmuch as we have had similar circumstances and have secured very good jobs.

There is, however, the danger of unequal compression by reason of such construction, and you may rest assured that we will give this matter our very careful consideration to the end that similar conditions will not occur in the future.

Very truly yours

State Highway Engineer

[redacted]

cc H. G. Smith

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

August 1, 1932

RECEIVED
AUG 2? 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon F.A.P. 153-B, Otis-Siletz section of the Oregon Coast Highway.

During a recent inspection, it was noticed that the preliminary oil treatment was exceedingly rough. In fact, it averages more than 100" roughness per mile. This seems to us to be out of all reason even for a preliminary oil treatment, and would suggest that the inspectors keep more careful check in order that a smoother riding surface may be obtained.

Very truly yours,

W. H. LYNCH
District Engineer

July 16, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of substitute estimate for vouchering covering the Otis-Siletz Section, Project No. 153-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EM.

encl.

Oregon State Highway Department — Project No. 125-B

SKIN-SLOPE SECTION OF THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Substitute estimate for vouchering. Based on low bid prices.)

Salem, Oregon, July 14, 1932.

Quantity		Grading			
All Required		Clearing and Grubbing			$ 5,000.00
41,000	cu. yds.	Class "A" Excavation	$ 0.24		9,840.00
62,000	" "	Class "B" "	0.25		15,500.00
17,000	" "	Class "C" "	0.32		5,440.00
110,000	stn. yds.	Overhaul	0.02		2,200.00
26,000	yd. mi.	Trunk Haul	0.15		4,200.00
90	cu. yds.	Class "A" Concrete	26.00		2,340.00
8	" "	Class "C" "	15.00		120.00
12,000	lbs.	Metal Reinforcement	0.07		840.00
1,000	lin. ft.	Timber Piling	0.65		1,170.00
380	" "	12" Concrete Pipe	1.10		418.00
570	" "	18" Concrete Pipe	2.00		1,140.00
90	" "	24" Concrete Pipe	2.80		252.00
200	cu. yds.	Salvaging Surfacing Materials	0.40		80.00
10,000	" "	Temporary Surfacing	1.10		11,000.00
45,000	yd. mi.	Hauling Gravel, Truck Measure	0.12		5,400.00
				$ 66,180.00	
		10% Engr. & Cont.		6,618.00	
		Total, Grading			$ 74,982.00

Surfacing				
1,500	cu. yds.	Rock or Gravel in Sub-base (Incl. Haul)	$1.25	1,875.00
11,250	" "	Broken Stone in Base Courses	0.97	10,912.50
15,000	" "	Course Broken Stone in Top Course	0.97	14,550.00
2,500	" "	Key Materials in Top Course	1.15	2,875.00
3,500	" "	Screenings	1.10	3,850.00
150,000	yd. mi.	Hauling Broken Stone, Trunk Haul	0.10	15,000.00
4,000	cu. yds.	Earth Shoulders	0.30	1,200.00
4,000	yd. mi.	Hauling Earth Shoulders	0.10	400.00
5,000	cu. yds.	Rock or Gravel Shoulders (Incl. Haul)	1.10	5,500.00
3,000	" "	Filler	0.30	900.00
6,000	yd. mi.	Filler Haul	0.10	600.00
1,500	M-Gal.	Sprinkling	2.00	3,000.00
2.5	miles	Scarifying and Fine Grading	200.00	500.00

1,400	cu. yds.	3/4" - 1½" Broken Stone in Stockpile	1.00	$ 1,400.00
700	cu. yds.	¼" - ¾" " " " "	1.00	700.00
8,400	yd. mi.	Hauling Broken Stone (Pit Measure)	0.10	840.00
		Sub-total, Surfacing		$44,[illegible].00

Pit Run Surface Treatment, Type S-Pit

11.5	miles	Preparation of Base	75.00	$ [illegible].00
2,100	cu. yds.	Placing Mineral Aggregate	1.00	2,100.00
6,000	yd. mi.	Hauling Mineral Aggregate	0.15	900.00
[illegible]	tons	No. 5 Oil in Place	21.00	[illegible].00
		Sub-total, Oiling		$ 8,[illegible].00
		Sub-total, Surf. & Oiling		$78,[illegible].00
		10% Engr. & Cont.		[illegible].00
		Total, Surfacing & Oiling		$[illegible].00
		Sub-total, all work		$141,[illegible].00
		10% Engr. & Cont.		[illegible].00
		Total, all work		$[illegible].00

Length of Project, gross	11.251 miles	
" " Baxter Crk. Bridge	89.0 ft.	
" " Fraser Crk. Bridge	32.0 "	
" " Devils Lake Outlet Br.	108.0 "	
" " Bessmer Crk. Bridge	405.5 "	
" " Drift Crk. Bridge	187.4 "	
Total	841.9 ft.	0.160 miles
Length of Project, net		11.371 miles
Cost per mile	$ 12,707.04	

PR/5B

July 14, 1932

Mr. J. C. Compton,
U. S. National Bank Bldg.,
McMinnville, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the pavement widening and resurfacing (Bituminous Macadam Project No. 12) of the Pacific, and West Side Pacific Highways.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1320

1538

July 12, 1932

Mr. G. S. Hinsdale, President,
The American National Bank,
Portland, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the eleventh instant, enclosing assignment given you by I. L. Young for the proceeds of Estimate No. 5, Contract No. 1320 with the State Highway Commission for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

We shall be pleased to honor an assignment given you by Mr. Young if it is prepared on one of our standard assignment of claim forms. I have had one of these forms made out for your convenience and am enclosing it. Kindly have this signed in duplicate by Mr. Young and return both copies to this office. Upon receipt thereof we will be pleased to see that the proceeds of Estimate No. 5 are mailed to you in conformance with the terms of the assignment.

Very truly yours,

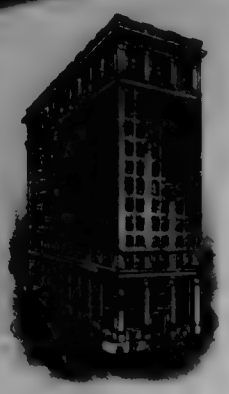
STATE HIGHWAY COMMISSION

By

Secretary

HBQ:AJ

cc I. L. Young
514 Henry Bldg.
Portland



The American National Bank

OF PORTLAND

— MEMBER FEDERAL RESERVE SYSTEM —

Portland, Oregon

July 11,1932

RECEIVED
JUL 12 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
SALEM,OREGON

Gentlemen:

Enclosed herewith assignment of Estimate No. 3, Contract No. 1320, executed by I.L.Young, contractor.

We will thank you to kindly forward us your acceptance of this assignment on the copy enclosed herewith for that purpose.

Thanking you for your accommodation in this matter.

Very truly yours,

G. S. HINSDALE
President

G
S
H:
F
E
W

ENC

ANSWERED
H. B. G.

Portland, Oregon,
July 11, 1932

RECEIVED
JUL 12 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
SALEM, OREGON

Re. I.L.Young, Contract No. 1320
Otis Silets River Section of
Oregon Coast Highway

Gentlemen:

You are hereby authorized and directed to make payment of estimate No. 3 due the undersigned on contract No. 1320, Otis-Silts River Section of the Oregon Coast Highway, in Lincoln County, directly to the American National Bank of Portland, Oregon.

Kindly notify the American National Bank of your acceptance of this assignment, at your earliest convenience, on duplicate copy enclosed herewith.

Please refer to letter of July 9th,1932, The United States Fidelity & Guaranty Company, Surety, which is an acceptance of this assignment.

I.L. Young

Contractor, Contract No. 1320
Otis-Silets Section Oregon Coast
Highway, Lincoln County

Accepted this ___ day of July, 1932.

OREGON STATE HIGHWAY COMMISSION

BY _____

Original filed in Cont. #1320

15-36

July 7, 1938

Mr. J. C. Compton,
U. S. National Bank Bldg.,
McMinnville, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for bituminous macadam and oiling of part of the Oregon Coast and Salmon River Highways in Tillamook & Lincoln Counties, known as Oiling Project No. 9.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JUL 1932
OREGON
STATE HIGHWAY COMMISSION

July 5, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

There is enclosed herewith an approved copy of the revised special provisions for Oregon Federal Aid Project No. 153-B.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer.

Encls.

Form 30—2165—SM—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 23, 1932

Job name Bituminous Mac Project #E

Week from July 16 to July 23

Mail address Seal Rock

Highway Oregon Coast (5)75

Telegraph or telephone address Seal Rock

County Lincoln Job prefix 21-PO

Express and freight address Newport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

(seal except final)

Contractor finished Units No 4 and 5, and started No 6 on using 12 men. All Oregon men on work about 25 are local. Having some pickups, but had some trouble on units on account of sandy subgrade which was taken care of by rolling in cement and shell to check up. Surface of Bituminous Macadam

RECEIVED
JUL 27 1932
CHIEF OF
CONSTRUCTION ENGINEER

RECEIVED
JUL 27 1932
CHIEF OF
CONSTRUCTION ENGINEER

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday	Foggy	Foggy
Monday	Fair	Fair
Tuesday	"	"
Wednesday	"	"
Thursday	"	"
Friday	"	"
Saturday	"	Foggy

Signed Jas Gladel

Title Asst Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be measured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 17.7

Miles paving completed 3.9 Except Final Seal

Total square yards in project 17,500

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week 63 *men,*

3 tenders & oiler *teams,* 8 *trucks*

Job will be completed about Aug 15 - '32

Number of men in Engineering Party 11

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 21-PL *Percentage* 100
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

June 23, 1932

RECEIVED
JUN 25 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Documents providing for the change from State Force work to contract work for the oiling of Oregon F.A.P. 153-B were forwarded on June 21, 1932, with our recommendation for approval.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

Chas. Seitz

By L. J. Caufield
L. J. Caufield
Highway Engineer

OR 153B

June 20, 1932

United States Fidelity & Guaranty Co.
C. O. Price, Resident Agent
Porter Building
Portland, Oregon

Gentlemen:

Reply is made to your letter of June 18 concerning the contract awarded to I. L. Young for the surfacing of the Otis-Siletz River section of the Oregon Coast Highway in Lincoln County.

According to our records and report by Mr. W. E. Chandler, Division Engineer, Mr. Young is making fair progress with his work, which might be termed satisfactory. On June 15 Mr. Young had earned the sum of $19,617.00. Of this amount there has been paid to him the sum of $3,928.70. Estimate numbered 2 covering work performed during the month ending June 15, amounted to $12,745.75, less the retain percentage, which is now in process of payment and will no doubt be paid to Mr. Young within the next ten days. The retain percentage as of June 15, 1932, is $2,942.55.

The records show the contract was approximately 23% complete on June 15, 1932.

I trust this is the information desired.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HGB:jn

#1320

otal paid to date - $3,928

Total earned - $19,617.00

Retained percentage hold - $2,942.55 -

Payment of Est. #2 for work performed to June 15th $12,745.75 will be made within the next 10 days. Has just been figured and the voucher is now prepared.

Contract was approximately 23% complete on June 15th Chendler advised that the progress has been fair.

Completion date is Oct, 31, 1932

JARANTY COMPANY

FFICE

NAGER

NG

N

, 1932.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: In Re: I. L. Young

In February of this year we executed bond on behalf of I. L. Young covering his contract for surfacing on the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

We would like to know whether or not this work has progressed satisfactorily to date. Also about what percentage of the contract has been completed and whether or not there are any adverse conditions in connection with the work. We would also like to know the financial status of the job to date, that is, the amount that has been paid Mr. Young and approximately what is now earned and due him.

We will appreciate your reply giving the foregoing information by early mail.

Yours very truly,

Manager.

COP:CS

ANSWERED
H. B. G.

Portland 104 3m 6-1-32

#1320

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND BRANCH OFFICE

C. O. PRICE, MANAGER

1206 PORTER BUILDING

PORTLAND, OREGON

July 18th, 1932.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: In Re: I. L. Young

In February of this year we executed bond on behalf of I. L. Young covering his contract for surfacing on the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

We would like to know whether or not this work has progressed satisfactorily to date. Also about what percentage of the contract has been completed and whether or not there are any adverse conditions in connection with the work. We would also like to know the financial status of the job to date, that is, the amount that has been paid Mr. Young and approximately what is now earned and due him.

We will appreciate your reply giving the foregoing information by early mail.

Yours ~~very truly~~,

C. O. Price

Manager.

COP:CS

ANSWERED
H. B. G.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

1R 153B

In reply please refer to File No. Emergency Ore/F.A.P. 153-B

Post Office Building
Portland, Oregon.

June 2, 1932

RECEIVED
JUN 3 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Layfield
L. J. Layfield
Highway Engineer.

Encl.

Agt. 9932

Oregon Emergency Federal Aid Project No. 153, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 20, 1931, by the State Highway Commission of Oregon, and on June 30, 1931, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on November 3, 1931 by the said State Highway Commission, and on November 13, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 153, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section B to provide for the construction of a bituminous treated waterbound macadam surfacing over the entire length thereof; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $74,932.00 to $154,206.80, and that the Federal funds approved and set aside to the credit of said Section B be increased from $37,466.00 to $86,798.70;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section B be revised in the manner above indicated, and

that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of eighty-six thousand, seven hundred ninety-eight and 70/100 dollars ($86,798.70) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Clause (a) of Article I shall read:

"By the State, $67,408.10, of which $37,466.00 may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any portion of the State's share of the cost of construction not so provided shall be met from funds available for expenditure by the State Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraph (d) of Article III shall read:

"(d) The Highway Department hereby agrees, that within two years after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, on the road embraced in this project, a satisfactory higher type of surfacing that will adequately meet the traffic needs and conditions thereon."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of eighty-six thousand, seven hundred ninety-eight and 70/100 dollars ($86,798.70), certified to the Secretary of the

Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred fifty-four thousand, two hundred six and 80/100 dollars ($154,206.80), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 113.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 18th day of April, 1932, and the Secretary of Agriculture on the 20th day of May, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By _____
Member, State Highway Commission.

R. M. Newell
Acting Secretary of Agriculture.

Oregon Emergency Federal Aid Project No. 153, Section B.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 153-B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $154,206.80 in lieu of the $37,466.00 approved by Certificate of Nov. 13, 1931, as the total estimated cost of said project, and the sum of $86,798.70 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 20th day of May one thousand nine hundred and Thirty-two

R. M. Russell
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE 16—4578

PR #153-B

April 9, 1932.

Mr. E. L. Chandler,
Highway Division Engineer,
O f f i c e.

Dear Sir:

In line with our recent conversation relative to changing the quantities and sizes of crushed rock to be stockpiled for the Otis-Siletz Section, we are listing below the quantities and sizes of stockpile materials called for by the contract and the quantities and sizes for which we desire supplemental prices:

Sizes	Quantities Called for by Contract	Quantities to Meet Bureau's Proposal	Quantities to Meet Our Alternate Proposal
2½" - 1½" Materials	--	6,400	--
2" - 1" "	--	--	7,000
2" - ¾" "	7,000	--	--
¾" - ¼" "	4,000	4,300	4,400
½" - ¼" "	4,000	4,600	4,400
Totals	15,000	17,300	15,800

You will note from the above that we desire prices for two alternate proposals, one of which conforms exactly with the suggestions of the Bureau of Public Roads, and the other of which is a proposal suggested by Mr. Baldock. In requesting these supplemental prices, it should be made clear to the contractor that the receiving of federal aid on the Otis-Siletz Project, as a whole, is not contingent in any way upon our making these changes, and that whether or not the changes are made will depend entirely upon the reasonableness of the prices quoted. We are willing that the contractor should make a reasonable profit on these materials, but we will not accept exorbitant prices.

It is suggested that this matter be taken up with the contractor at once so that the making of the changes will not be inter-

Mr. W. R. Chandler - 2. April 9, 1932.

ferred with by any arrangements that the contractor may make for going ahead on the basis specified in the original contracts.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc H. C. Smith,
Office.

No reply rec'd. from Chandler to Aug. 24, 1932
SHP

~~Ote Sdtz (Metric = Std Bldg)~~

Size		Quantities Used for by Contract	Quantities to Meet Bureau Proposal	Quantities If Might Use alternate Proposal
2½ - 1¼"	metric	—	8,400	—
2" - 1"	"	—	—	7000
2" - ¾"	"	7,000	—	—
¾" - ½"	"	4,000	4500	4,400
½" - ¼"	"	4,000	4400	4400
	Totals	15,000	17,300	15,800

Ohio [redacted] Ltd. - Stock Rod [redacted]

	Ohio 0-9	Bit-Box	maint	Permit	1153 units
2 1/4 - 1 1/4	—	@.06 700	25	715	8400
3/4 - 1/2	150	@.013 150	90	390	4500
			105	380	4400
1 1/2 - 1/4	100	175	~~75~~	~~350~~	~~4000~~
1/4 - 0	50	85	15	150	1700
		~~525~~	60	605	7000
~~2" - 1"~~	—	@.045 ~~535~~	~~75~~	~~550~~	~~6300~~
3/4 - 1/2	150	@.012 140	90	380	4400
			105	380	4400
~~1 1/2 - 1/4~~	100	175	~~75~~	~~350~~	~~4000~~
1/4 - 0	50	85	15	150	1700

11700
.05
58500

015

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. _____

POST OFFICE BUILDING
PORTLAND, OREG.

April 1, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
APR 5 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are enclosing herewith for the signature of State Highway officials three copies of the modification of project agreement for Oregon Federal Aid Project No. 153-B. When these have been signed, please return to this office for forwarding.

There has been considerable previous correspondence relative to the oil treatment and bituminous macadam for this project and as suggested in our recent letter, in your negotiations with the contractor it would be decidedly more satisfactory if the coarse rock were changed to 2-1/4" x 1-1/4".

With reference to the cost analysis for the oil treatment, this shows labor and supplies of $359.25 per day. This amount is made up of equipment and supplies instead of labor and supplies. The labor and supplies, as shown on supplemental sheet "Daily Cost of Oiling Crew" is $405.50. If the correct amount were used, undoubtedly the unit price would be slightly increased but it was not considered of sufficient importance to have the estimate revised.

As regards the estimate on this project, it is noticed that there are four typographical errors on the first page. Considerable difficulty along this line has been experienced, and it is requested that project agreement estimates be carefully examined and checked before forwarding to this office.

Attention is called to the fact that before the contracts are signed, page 21 of the special provisions, containing the labor clause, should be changed to comply with our recent request.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

March 30, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
APR 1 1932
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Pratt
By State Highway Engineer

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 153-B, Otis-Siletz section, Oregon Coast Highway, and our letter of March 19.

In your letter of March 18 you requested consideration of the specification as submitted but agreed to change the coarse rock to 2" x 1" if this met with our approval. The revised papers were forwarded recommending approval if satisfactory.

We are now in receipt of advice that these sizes are not in accordance with their request. The object of suggesting changes in rock sizes was to provide a more uniform size coarse rock and to leave a gap between minimum coarse rock and maximum key rock, to accomplish more satisfactorily the theory of "keying." The revised sizes proposed in your letter of the 18th fall just short of meeting both objects. The preferred sizes for 2" pavement are, as previously stated, 2-1/4" x 1-1/4" for the coarse rock, and 3/4" x 1/2" for the key rock. Unless you have some valid objection we would be pleased to have you use the above sizes.

Very truly yours,

W. H. LYNCH
District Engineer

Dnf

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

RECEIVED
MAR 26 1932
OREGON
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

March 19, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to previous correspondence relative to Oregon Federal Aid Project No. 153-B, Otis-Siletz section of the Oregon Coast Highway.

In our letter of February 26, the size of rock for the bituminous macadam was criticized. The proposal for this project calls for 7,000 C.Y. of 2" x 3/4" stockpiled material which indicates that the B-6 specification is to be used. As previously stated, the coarse rock for a 2" pavement should be 2" x 1-1/4", or perhaps 2-1/4" x 1-1/4" would be preferable. More uniform size rock will give a better mechanical bond and the larger size will admit 3/4" key rock without too much displacement of the coarse rock. Your reasons for the use of the rock sizes submitted would be appreciated.

In this connection, since reducing the thickness of the preliminary oil treatment, is it your intention to place the bituminous macadam the following year?

With regard to the stockpiling of surfacing materials for future pavement, as stated in our letter of February 26, we believe this influences too far in advance the construction program and definitely fixes the type of improvement. The stockpiled rock is also subject to the accumulation of dirt and dust which is objectionable. This procedure has heretofore been justified on the ground of economy of production. However, it now seems that loss of material and the extra handling, together with development of more efficient equipment and the tendency toward lower prices, might reasonably be expected to offset the anticipated saving. Have you any definite figures to show that stockpiling several years ahead of the work is justified? No objection has been raised as to the production and stockpiling of material for surface treatment as this work follows very shortly the base construction and the quantities are small.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

OR 153-B

March 18, 1932

W. H. Lynch, District Engineer
Bureau of Public Roads
New Postoffice Building
Portland, Oregon

Dear Sir:

Reference is made to our federal aid project No. 153B and particularly to the oil treatment specifications in the agreement papers. Would suggest that we use the same preliminary oil treatment submitted on federal aid projects 117D, 117H and 117I, McKenzie Highway, which has been approved by your office. I am attaching hereto amended specification.

With reference to the stock piled rock, with particular reference to the 2" - 3/4" size, please be advised that this contract is now awarded but if you prefer we will endeavor to have this changed to a 2" - 1" size, keying with 3/4" - 1/2" or 1/2" - 1/8" conforming with the specifications that we have used for some years under your approval. Please be advised that if you wish to do this I will enter negotiations with the contractor for this change.

In regard to the last paragraph relative to the preliminary oil treatment follwed by bituminous macadam would suggest that we use the amended preliminary oil treatment, hereto attached, to be followed by the bituminous macadam the following year.

With regard to the fuel oil treatments advise that our experience in this department with the traveling public has indicated that this type of treatment is very unpopular and undoubtedly recurrence of its use in this state will bring on a storm of protest, which we prefer to avoid. The cheaper treatment using a 95 road oil will not create a condition wherein fresh oil is thrown on the cars and will give a very satisfactory surface and one that will hold very well throughout the winter at we believe a nominal cost.

We would very much appreciate your consideration of these amendments so that this job could be cleared up.

Very truly yours

RHB:PW

State Highway Engineer

SPECIFICATION FOR PRELIMINARY OIL TREATMENT

---- Otis - Siletz River ----

Federal Aid Proj. No. 153-B

1. Description: - As a means of preserving newly constructed broken stone or crushed gravel surfacing during the interim between the completion of the surfacing and the construction upon it of a bituminous macadam wearing surface, the surfacing shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the surfacing is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. Width: - As shown on plans.

3. Size of Aggregates: - Coarse Screenings 3/4" to 1/2".
Fine Screenings 1/2" to 1/4".

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: - a. Perform whatever operations may be necessary to bring the newly constructed surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the surfacing thoroughly, removing from the surface all dust, dirt, and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate o f 0.40 gallon per square yard.

b. Spread 3/4" - 1/2" aggregate at a rate of .01 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

c. Spread 1/2" - 1/4" aggregate at a rate of .005 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate (1/2" - 1/4") by hand where needed to insure uniform cover. Roll until course is thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

3/2/32.

PR 1 53 B

March 17, 1932.

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement, covering the Otis-Siletz Section, Project No. 153-B. There are likewise enclosed six copies of an analysis of cost and five sets of special provisions covering the preliminary oil treatment. These specifications have been revised to permit a less expensive type of oiling than the specifications for this work which were previously sent to you.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH.

enclo.

Oregon State Highway Department — Project No. 153-B

[illegible] SECTION OF THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1932.

Grading

All Required		Clearing and Grubbing		$ 5,000.00
41,000	cu. yds.	Class "A" Excavation	$ 0.24	2,840.00
62,000	"	Class "B" "	0.25	15,500.00
17,000	"	Class "C" "	0.32	5,440.00
110,000	sta. yds.	Overhaul	0.02	2,200.00
26,000	yd. mi.	Truck Haul	0.18	4,680.00
90	cu. yds.	Class "A" Concrete	26.00	2,340.00
8	"	Class "C" Concrete	15.00	120.00
12,000	lbs.	Metal Reinforcement	0.07	840.00
1,800	lin. ft.	Timber Piling	0.65	1,170.00
380	"	12" Concrete Pipe	1.10	418.00
570	"	18" " "	2.00	1,140.00
90	"	24" " "	2.00	232.00
200	cu. yds.	Salvaging Surfacing Materials	0.40	80.00
10,600	"	Temporary Surfacing	1.10	11,660.00
45,000	yd. mi.	Hauling Gravel, Truck Measure	0.17	8,100.00
				$ 68,120.00
			10% Engr. & Cont.	6,812.00
			Total- - - - - - - -	$ 74,932.00

Surfacing

1,500	cu. yds.	Rock or Gravel in Sub-base (Incl.Haul)	$1.25	$ 1,875.00
11,300	"	Broken Stone in Base Course	0.97	10,961.00
15,000	"	Coarse Broken Stone in Top Course	0.97	14,550.00
2,300	"	Key Materials in Top Course	1.15	2,645.00
3,500	"	Screenings	1.10	3,850.00
159,600	yd. mi.	Hauling Broken Stone, Truck Meas.	0.10	15,960.00
4,000	cu. yds.	Earth Shoulders	0.30	1,200.00
4,000	yd. mi.	Hauling Earth Shoulders	0.10	400.00
5,000	cu. yds.	Rock or Gravel Shoulders(Incl.Haul)	1.10	5,500.00
3,000	"	Filler	0.30	900.00
6,000	yd. mi.	Filler Haul	0.10	600.00
1,500	M-Gal.	Sprinkling	2.00	3,000.00
2.5	miles	Scarifying and Fine Grading	200.00	500.00
1,330	cu. yds.	3/4" - 1/2" Br. Stone in Stk.Pile	1.00	1,330.00
660	"	1/2" - 1/4" " " " " "	1.00	660.00
8,000	yd. mi.	Hauling Broken Stone (Pile Meas.)	0.10	800.00
133,400	sq. yds.	Oil Treatment	0.055	sta. 7,337.00
				$ 72,068.00

10% Engr. & Cont.		$ 7,206.80
		$79,274.80
		$140,188.00
10% Engr. & Cont.		14,018.80
Totals		$154,206.80
Length of Project, gross		11.531 miles
" " Dexter Crk. Bridge	29.0 ft.	
" " Fraser Crk. Bridge	32.0 "	
" " Devils Lake Outlet Br.	188.8 "	
" " Seesmer Crk. Bridge	405.3 "	
" " Drift Crk. Bridge	187.6 "	
Total	841.9 ft.	0.160 miles
Length of Project, net		11.371 miles
Cost per mile		$13,561.41

SUMMARY

	Total Cost	Federal Aid	Emergency Funds	State Funds
Grading	$ 74,932.00	$ 37,466.00 (50%)	$ 30,003.90	$ 7,462.10
Surfacing	79,274.80	49,332.70 (62.23%)	- -	29,942.10
	$ 154,206.80	$ 86,798.70	$ 30,003.90	$37,404.20

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

" " " Maintenance: Chapter 41, Laws 1927.

OTIS-SILEX EMULSION

Project No. 153-B

(Estimated Cost of Oiling Macadam Base, by State Forces)

1. No. 3 Oil

Source - California Bay Districts

Point of Delivery - Grande Ronde

Cost at Source	$ 10.50 per ton.
Freight	7.98 " "
Total	$ 18.48 " "

Estimated Cost per Square Yard of Roadway (0.4 gal.) $ 0.031

2. Labor and Supplies

As per attached statement $359.25 per day

Estimated daily run, 15,000 sq. yds.

Cost per square yard 0.024

Estimated Cost for oil treatment (exnl. equipment rentals) $ 0.055

SPECIFICATION FOR PRELIMINARY OIL TREATMENT

- - - - - - - OTIS-SILETZ SECTION - - - - - - - - -

Federal Aid Proj. No. 153-B

1. Description: - As a means of preserving newly constructed broken stone or crushed gravel surfacing during the interim between the completion of the surfacing and the construction upon it of a bituminous macadam wearing surface, the surfacing shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the surfacing is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. Width: - As shown on plans.

3. Size of Aggregates: - Coarse Screenings 3/4" to 1/2".
Fine Screenings 1/2" to 1/4".

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: - a. Perform whatever operations may be necessary to bring the newly constructed surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the surfacing thoroughly, removing from the surface all dust, dirt, and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate o f 0.40 gallon per square yard.

b. Spread 3/4" - 1/2" aggregate at a rate of .01 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

c. Spread 1/2" - 1/4" aggregate at a rate of .005 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate (1/2" - 1/4") by hand where needed to insure uniform cover. Roll until course is thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

3/2/32.

PRISON

March 14, 1932

Mr. I. L. Young,
521 Henry Building,
Portland, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

Inc.

#129
Lincoln Co

PR 1538

February 28, 1938

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have today been informed by the Dolan Construction Company of Tillamook that its claim against Berke Brothers, about which we advised you early this month, has been paid in full.

According to our records you furnished the bond in connection with the contract that was awarded to Berke Brothers for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Contractor

CONSTRUCTION COMPANY

February 29, 1952

Dolan Construction Company,
1110 Second Avenue, East,
Tillamook, Oregon.

Gentlemen:

We are in receipt of your letter of the 26th instant, informing us that your claim against Berke Brothers has been paid in full.

We are glad to have this information, and are passing it on to the contractors' surety on the bond.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

DOLAN CONSTRUCTION COMPANY
GENERAL CONTRACTOR
CEMENT PRODUCTS MANUFACTURER
PHONE 90 1110 SECOND AVE. E.
TILLAMOOK, OREGON

Feb 26 , 1932.

RECEIVED
FEB 27 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

Regarding our communication to the Highway Commission, of feb the second, relative to a balance due us from Berke Bros., and your answer is hereby acknowledged, and your cooperation very much appreciated,

This is to advice you that we have received a check in full settlement of this account.

Very truly yours

DOLAN CONSTRUCTION COMPANY

By W. J. Dolan

Attic - Silvis

PR 153B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

February 26, 1932

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
FEB 1932

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 153-B, and particularly to the oil treatment specified in the agreement papers.

It is noted that the oil treatment with ten per cent added for contingencies will cost approximately $2,000 per mile. Also the specifications for the oil treatment has the following opening paragraph:

"Specification for Preliminary Oil Treatment"

"1. Description: -- As a means of preserving newly constructed broken stone or crushed gravel surfacing during the interim between the completion of the surfacing and the construction upon it of a bituminous macadam wearing surface, the surfacing shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the surfacing is constructed one year and the bituminous macadam wearing surface is not placed until the following year."

This implies early construction of the bituminous macadam wearing surface and in such circumstances the cost of the preliminary oil treatment is considered excessive. If it is intended to use the proposed preliminary treatment several years, then it would appear unwise to stockpile the bituminous macadam rock so far ahead as it would be subjected to the accumulation of dirt and dust which is objectionable in work of this character.

During a recent conversation between Mr. Baldock and Mr. Davis, relative to this project, we were informed that the State proposed to use the oil treatment several years, or until it shows signs of failure, before placing the bituminous macadam. This brings up the question of the advisability of stockpiling rock for future surfacing, as it ties up too far in advance the details of the proposed work, and the stockpiled material becomes the controlling factor in selecting the type of surfacing. While on Federal Aid projects we do not cooperate in the production of this stockpiled

rock for future work and consequently do not approve this feature, on numerous occasions Federal Aid is later requested in the construction using this stockpiled material, at which time it is too late to give the matter proper consideration. For this reason it is our thought that unless the bituminous macadam is to be placed immediately, it will be advisable to postpone the crushing of penetration macadam rock until needed for construction. It is our belief that there would be but a small difference in cost and the rock would be in better condition for this type of work.

Referring to the project under discussion, it is noted that the stockpiled rock calls for 2" - 3/4", which is objected to by our Regional Office as being too small in the lower size. Experience has shown that for penetration pavement the coarse rock should be of uniform size as nearly as practicable, which in this case should be 2" - 1-1/4" at least. However, if the surface treatment is to be used for several years, it is suggested that the type "O-11" be used and omit altogether the penetration macadam. A fuel oil prime coat ahead of the surface treatment would be recommended.

We are advised that Federal participation will not be recommended for the preliminary oil treatment, with commitment for later participation in bituminous macadam surfacing on the grounds that it is uneconomical. As above stated type "O-11" alone would be satisfactory or a light treatment of the base with future bituminous macadam, such light treatment to be fuel oil only or fuel oil followed by a heavier treatment about like specification "O-30" or a little heavier. If you are committed to the program of using a "O-9" treatment, followed by bituminous macadam surface, then this Bureau would be willing to participate in the base and bituminous macadam surface but the oil treatment would have to be eliminated from Federal participation.

Very truly yours,

W. H. LYNCH
District Engineer

February 26, 1932

Mr. Ray A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 155-B, and particularly to the oil treatment specified in the agreement papers.

It is noted that the oil treatment with ten per cent added for contingencies will cost approximately $8,000 per mile. Also the specifications for the oil treatment has the following opening paragraph:

"Specification for Preliminary Oil Treatment"

"1. Description. — As a means of preserving newly constructed broken stone or crushed gravel surfacing during the interim between the completion of the surfacing and the construction upon it of a bituminous macadam wearing surface, the surfacing shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the surfacing is constructed one year and the bituminous macadam wearing surface is not placed until the following year."

This implies early construction of the bituminous macadam wearing surface and in such circumstances the cost of the preliminary oil treatment is considered excessive. If it is intended to use the proposed preliminary treatment several years, then it would appear unwise to stockpile the bituminous macadam rock so far ahead as it would be subjected to the accumulation of dirt and dust which is objectionable in work of this character.

During a recent conversation between Mr. Baldock and Mr. Davis, relative to this project, we were informed that the State proposed to use the oil treatment several years, or until it shows signs of failure, before placing the bituminous macadam. This brings up the question of the advisability of stockpiling rock for future surfacing, as it ties up too far in advance the details of the proposed work, and the stockpiled material becomes the controlling factor in selecting the type of surfacing. While on Federal Aid projects we do not cooperate in the production of this stockpiled

rock for future work and consequently do not approve this feature, on numerous occasions Federal Aid is later requested in the construction using this stockpiled material, at which time it is too late to give the matter proper consideration. For this reason it is our thought that unless the bituminous macadam is to be placed immediately, it will be advisable to postpone the crushing of penetration macadam rock until needed for construction. It is our belief that there would be but a small difference in cost and the rock would be in better condition for this type of work.

Referring to the project under discussion, it is noted that the stockpiled rock calls for 2" - 3/4", which is objected to by our Regional Office as being too small in the lower size. Experience has shown that for penetration pavement the coarse rock should be of uniform size as nearly as practicable, which in this case should be 2" - 1-1/4" at least. However, if the surface treatment is to be used for several years, it is suggested that the type "O-11" be used and omit altogether the penetration macadam. A fuel oil prime coat ahead of the surface treatment would be recommended.

We are advised that Federal participation will not be recommended for the preliminary oil treatment, with commitment for later participation in bituminous macadam surfacing on the grounds that it is uneconomical. As above stated type "O-11" alone would be satisfactory or a light treatment of the base with future bituminous macadam, such light treatment to be fuel oil only or fuel oil followed by a heavier treatment about like specification "O-30" or a little heavier. If you are committed to the program of using a "O-9" treatment, followed by bituminous macadam surface, then this Bureau would be willing to participate in the base and bituminous macadam surface but the oil treatment would have to be eliminated from Federal participation.

Very truly yours,

W. H. LYNCH
District Engineer

PR 153 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
FEB 11 1932
OREGON
STATE HIGHWAY COMMISSION

February 10, 1932

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the estimate submitted with the P.S.& E. papers covering Oregon Federal Aid Project No. 153-B, the Otis-Siletz section of the Oregon Coast Highway.

With reference to the item of oil treatment, $14,674.00, which it is intended to construct with State forces, we note that equipment rental has been included. With regard to State Force work we have been advised that no charge for rental of publicly owned equipment should be included on any Federal Aid project. Therefore, when submitting the estimate for this project based on contract prices, this item should be changed to eliminate the equipment rental and a new cost analysis substantiating the new unit price submitted.

Very truly yours,

W. H. LYNCH
District Engineer

#1292

FP 15 3 B

February 5, 1932

Dolan Construction Company,
1110 Second Ave. E.,
Tillamook, Oregon.

Attention of Mr. H. L. King, Secretary

Gentlemen:

Receipt is acknowledged of your letter of the second instant, in which you inform us that there is a balance due you in the sum of $81.50 from Berke Bros., for materials furnished them in connection with the contract that was awarded to them by the State Highway Commission for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County--State Highway Contract No. 1292.

This work was completed by the contractors on October 24, 1931, and according to our records they have been paid in full.

The bond that Berke Brothers furnished to the State was written by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are local agents, with offices in the Yeon Building, Portland. We would suggest that you communicate with the agents for the bonding company relative to your claim, and if you do not secure satisfaction that you file notice of claim with the Secretary of State as provided by the statutes, a copy of which law is attached for your information. You will note therefrom that notices must be filed within six months from the date of the completion of the project. A form for making out the notice is given in said law.

We hope that you will be successful in securing an early settlement of your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 5, 1932

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have today been informed by Dalen Construction Company of Tillamook, Oregon, that Berbe Bros., owe them a balance of $61.80 for materials furnished in connection with State Highway Contract No. 1298, which is for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Berke Bros.
Ocean Lake, Ore.

DOLAN CONSTRUCTION COMPANY
GENERAL CONTRACTOR
CEMENT PRODUCTS MANUFACTURER
PHONE 80 1110 SECOND AVE. E.
TILLAMOOK, OREGON

RECEIVED
FEB 1932
STATE HIGHWAY COMMISSION
OREGON

February 2, 1932

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There being a balance due this company from Berke Bros., Contractors, for material furnished them in construction work on the State Coast highway near Otis, Oregon, during August, 1931, we request you to kindly furnish us the name and address of the company that bonded them.

Also, any other information or assistance you can give us to assist in securing the payment of the amount due, we will be glad to have.

The balance still due from Berke Bros., is $61.50

Thanking you we are ve

Very truly yours

DOLAN CONSTRUCTION COMPANY

H. L. King

Sec

PRR 15-3B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 13, 1932

RECEIVED
JAN 15 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The documents for the modification of agreement of Oregon Federal Aid Project No. 153-B, Otis-Siletz section of the Oregon Coast Highway, are today being recommended for approval. Such recommendation covers the equipment rental charges included in the cost analysis for oil surface treatment but there is a possibility that we may be reversed insofar as this item is concerned.

The estimate dated January 11 does not include the grading of "Branch Road to be Constructed," but does include the surfacing material to be placed thereon. Such surfacing should be excluded when the agreement estimate is prepared.

Very truly yours,

W. H. LYNCH
District Engineer

Enc.

PI(15-3(6

January 13, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In reply to your letter of October 6th, in regard to the 24-inch concrete culvert pipe manufactured by the Dalan Concrete Pipe Company, of Tillamook, and installed on the Otis-Siletz Section (F. A. P. 153-B), we have to advise that arrangements have been made whereby the manufacturer of the pipe will replace the culverts, using pipe that conforms fully with the specifications.

When this replacement is made, you will be advised, and provided with the results of the strength tests.

In this connection, we wish to say that pipe manufactured by the Dalan Concrete Pipe Company was used in only three culverts, these being the culverts located at Stations 696+39, 720+15 and 806+35, all of which were 24-inch culverts. All other culvert pipe used on the project was manufactured by the Collins Concrete Pipe Company of Portland, and was in conformance with the specifications. It is not to be inferred from this statement, however, that the Dalan Company's pipe is regularly an inferior product, as tests made on the company's stocks, both earlier and later in the season, indicated a satisfactory product.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:ER

21PN

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
OCT 8 1931
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

October 6, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

REFERRED TO
W. D. Clarke
EXEN... OF MATERIALS

Dear Sir:

Reference is made to Mr. Finkbiner's September 28th letter showing results of tests made on concrete pipe furnished by the Dolan Concrete Pipe Company, Tillamook, and used on the Otis-Siletz grading project, Oregon F.A.P. No. 153-B. This report was requested by this office in a recent letter.

We understand that only a small amount of pipe from this company was used on the Otis-Siletz project, all of which was 24". We cannot give approval for its use unless it is shown upon re-test to successfully resist a cracking load averaging 3,000# or above, as is required by your standard specifications.

Will you kindly advise us by letter what action you take in this matter?

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
OCT 9 1931
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

September 8, 1931

IN REPLY PLEASE REFER TO FILE NO.

21 PN

Mr. W. D. Clarke,
Division Engineer,
Office

RECEIVED
SEP 9 1931
OFFICE OF
DIV. ENGINEER

Re: Concrete Pipe Tests

Regarding the Otis-Siletz River project, prefix 21 PN. Under date of August 22, 1931, the Northwest Concrete Products Association over the signature of C. L. Grutze, protested the use of 24 inch culvert pipe supplied by A. T. Dolan of Tillamook. They claimed the pipe did not meet specifications for strength.

On August 25, 1931, I asked B. O. Johnson to send two of the 24 inch pipe, which had been delivered to the job, but not used, to Salem for test, with the following results:

1. 24 inch pipe made July 14, 1931, tested September 8, 1931.
   First crack--7000# or 2333# per lineal foot
   Ultimate Strength--7700# or 2567# per lineal foot

2. 24 inch pipe made July 11, 1931, tested September 8, 1931.
   First crack--6700# or 2233# per lineal foot
   Ultimate Strength--7600# or 2533# per lineal foot

Some 24 inch pipe taken at random from Mr. Dolan's stock in the Spring passed the full requirements of 3000# per lineal foot.

Evidently the batch made in July is not up to our standard.

The wire reinforcement passes specifications.

N. M. Finkbiner.

N. M. Finkbiner
Engineer of Materials

NMF:H

RFP153B

January 11, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of an estimate accompanying plans, and five bid proposals covering the surfacing of the Otis-Siletz Section, Project 153-B. There are likewise enclosed five copies of special provisions and six copies of an analysis of cost covering contemplated preliminary oil treatment. Five blueprint copies of Sheet No. 2 of the plans which has been revised to include the surfacing quantities are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Frybert,
Office Engineer.

Dict. by J. W. Nash/EH.

encl.

Oregon State Highway Department — Project No. 153-B

STYX-SILETZ SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate accompanying specifications. Not on basis for modified agreements)

Salem, Oregon, January 14, 1932.

Grading

All Required		Clearing and Grubbing			$ 5,000.00
41,000	cu. yds.	Class "A" Excavation	$	0.24	2,840.00
62,000	" "	Class "B" Excavation		0.25	15,500.00
17,000	" "	Class "C" Excavation		0.32	5,440.00
118,000	sta. yds.	Overhaul		0.02	2,360.00
26,000	yd. mi.	Truck Haul		0.18	4,680.00
90	cu. yds.	Class "A" Concrete		26.00	2,340.00
8	" "	Class "C" Concrete		15.00	120.00
12,800	lbs.	Metal Reinforcement		0.07	896.00
1,800	lin. ft.	Timber Piling		0.65	1,170.00
380	" "	12" Concrete Pipe		1.10	418.00
570	" "	18" Concrete Pipe		2.00	1,140.00
90	" "	24" Concrete Pipe		2.60	234.00
200	cu. yds.	Salvaging Surfacing Materials		0.40	80.00
10,000	" "	Temporary Surfacing		1.10	11,000.00
45,000	yd. mi.	Hauling Gravel, Tr. Haul.		0.17	7,650.00
					$58,128.00
		10% Engr. & Cont.			5,813.00
		Total - - - - -			$74,932.00

Surfacing

2,700	cu. yds.	Rock or Gravel in Sub-base (Incl. Haul)	1.70	$ 2,700.00
11,900	" "	Broken Stone in Base Course	1.30	14,950.00
15,000	" "	Coarse Broken Stone in Top Course	1.70	25,500.00
2,300	" "	Key Materials in Top Course	1.80	4,140.00
3,500	" "	Screenings " " "	1.80	6,300.00
160,000	yd. mi.	Hauling Broken Stone, Tr. Haul.	0.12	19,200.00
4,000	cu. yds.	Earth Shoulders	0.40	1,600.00
4,000	yd. mi.	Hauling Earth Shoulders	0.16	640.00
5,000	cu. yds.	Rock or Grav. Shldrs. (incl. haul)	2.00	10,000.00
3,000	" "	Filler	0.30	900.00
6,000	yd. mi.	Hauling Filler	0.16	960.00
1,500	M-Gals.	Sprinkling	2.00	3,000.00
2.5	miles	Scarifying and Fine Grading	400.00	1,000.00
1,750	cu. yds.	3/4" - 1½" Br. Stone in Stk. Pile	1.30	2,275.00
1,100	" "	1½" - 2½" " " " " "	1.30	1,430.00
11,400	yd. mi.	Hauling Br. Stone (Pile Haul.)	0.13	1,482.00
133,400	sq. yds.	Oil Treatment	0.11	14,674.00

		$110,668.00
	10% Engr. & Cont.	11,066.10
	Total, Surfacing	$121,661.10
		$178,727.00
	10% Engr. & Cont.	17,872.10
	Total, All Work	$196,593.10

Length of Project, gross		11.531 miles
Length of Baxter Cr. Bridge	29.0 ft.	
" " Fraser Cr. Bridge	30.0 ft.	
" " Devils Lake Outlet Br.	188.0 ft.	
" " Seesmer Cr. Br.	405.3 ft.	
" " Drift Cr. Br.	187.6 ft.	
	841.9 ft.	0.160 miles
Length of Project, net		11.371 miles
Cost per mile	$17,288.98	

Summary of Funds Accounted

Item	Total Cost	Federal Aid	Improvement Funds	State Funds
Grading	$ 74,932.00	$37,466.00 (50%)	$30,114.32	$7,351.68
Surfacing	121,661.10	75,709.70	- -	45,951.40
	$ 196,593.10	$113,175.70	$ 30,114.32	$53,303.08

SPECIFICATION FOR PRELIMINARY OIL TREATMENT

- - - - - - - - - - Otis-Silets Section - - - - - - - -

Federal Aid Proj. No._ 153-B

1. Description: - As a means of preserving newly constructed broken stone or crushed gravel surfacing during the interim between the completion of the surfacing and the construction upon it of a bituminous macadam wearing surface, the surfacing shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the surfacing is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. Width: - As shown on plans.

3. Size of Aggregates: - Coarse Screenings 3/4" to 1/2"
Fine Screenings 1/2" to 1/4"
Sand 1/4" to dust

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: - a. Perform whatever operations may be necessary to bring the newly constructed surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the surfacing thoroughly, removing from the surface all dust, dirt and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

b. Spread 3/4" - 1/2" aggregate at a rate of .013 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

c. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

d. Spread 1/2" - 1/4" aggregate at a rate of .008 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate (1/2" - 1/4") by hand where needed to insure uniform cover. Roll until course is thoroughly compacted.

e. Apply emulsified asphalt or cut-back asphalt at a rate of 0.20 gallon per sq. yd.

f. Spread 1/4" - 0" aggregate at a rate of .004 cubic yards per square yard. Blade and broom to a smooth surface, adding 1/4" - 0" aggregate by hand where needed to insure uniform cover. Roll until thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

[illegible] District

Project No. 17[illegible]

(Estimated Cost of Oiling Macadam Base by State Forces)

2. [illegible] No. 3 Oil

Source, - California Bay Districts

Point of Delivery, Grand Ronde

Cost at Source $ 10.50 per ton

Freight 7.98 " "

Total, $ 18.48 per ton

Estimated cost per square yard of roadway (0.4 gal.) $0.07[illegible]

2. [illegible] Asphalt or Cut-back Asphalt

Source, - California Bay Districts

Point of Delivery, Grand Ronde

Cost at Source $ 12.86 per ton

Freight 7.98 " "

Total $ 20.84 per ton

Estimated cost per square yard of roadway (0.20 gal.) $0.027

3. Labor, Equipment and Supplies

As per attached statement $549.75 per day

Estimated daily run, [illegible] sq. yds. 20,000

Cost per square yard .027

Estimated Total Cost for Oil Treatment $0.113 per sq.yd.

(Use) $0.11 " "

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR OILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Depreciation	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Water Tank	5000	5	200	5.00	3.00	8.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	160	1.80	1.70	3.50
60-Caterpillar	5800	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1300	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
Shovel 1/4-3/8 yards	5400	3	160	11.25	3.75	15.00
" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

DAILY COST OF OILING CREW

EQUIPMENT

1	Oil Distributor	at	$25.00	per day	$25.00
1	Tender Truck	"	20.00	"	20.00
3	Tender Truck Trailers	"	5.00	"	15.00
1	Boiler (2 shifts)	"	5.00	"	10.00
1	Retort (2 shifts)	"	11.00	"	22.00
1	Fuel Tank Trailer	"	2.50	"	2.50
1	Water Tank Trailer	"	2.25	"	2.25
2	Motor Graders	"	5.25	"	10.50
2	10-ton Gas Rollers	"	10.00	"	20.00
5	Dump Trucks	"	11.00	"	55.00
3	Light Trucks	"	2.50	"	7.50
2	Ford Cars	"	1.25	"	2.50
2	Sweepers	"	5.00	"	10.00
2	Tractors	"	3.50	"	7.00
2	Loaders	"	15.00	"	30.00
1	Flat Bed 10-ton Trailer	"	10.00	"	10.00
			Total		$244.25

SUPPLIES

Gasoline, Oil and Grease	$100.00	per day
Fuel for Boiler and Retort	15.00	"
Total		$115.00

LABOR

1	Superintendent	at	$10.00	per day	$10.00
1	Foreman	"	8.00	"	8.00
1	Timekeeper	"	5.00	"	5.00
1	Retort Operator	"	8.00	"	8.00
2	Boiler Operators	"	7.00	"	14.00
1	Watchman	"	4.00	"	4.00
1	Mechanic	"	7.00	"	7.00
2	Loader Operators	"	8.00	"	16.00
2	Pitmen	"	5.00	"	10.00
2	Tractor Drivers	"	6.00	"	12.00
1	Pilot Car Driver	"	5.00	"	5.00
8	Truck Drivers	"	6.00	"	48.00
2	Rollermen	"	7.50	"	15.00
1	Oil Truck Driver	"	7.00	"	7.00
1	Leverman	"	6.50	"	6.50
1	Tender Truck Driver	"	6.00	"	6.00
2	Grader Operators	"	7.00	"	14.00
2	Flagmen	"	5.00	"	10.00
17	Laborers	"	5.00	"	85.00
			Total		$290.50

Total for Equipment, Labor and Supplies $649.75

[illegible] SECTION

Project No. 17[illegible]

(Estimated Cost of Oiling Macadam Base by State Forces)

1. No. 3 Oil

Source, - California Bay Districts

Point of Delivery, Grand Ronde

Cost at Source	$ 10.50 per ton	
Freight	7.98 " "	
Total,	$ 18.48 per ton	
Estimated cost per square yard of roadway (0.4 gal.)		$0.07[illegible]

2. Emulsified Asphalt or Cut-back Asphalt

Source, - California Bay Districts

Point of Delivery, Grand Ronde

Cost at Source	$ 12.06 per ton	
Freight	7.98 " "	
Total	$ 20.04 per ton	
Estimated cost per square yard of roadway (0.20 gal.)		$0.017

3. Labor, Equipment and Supplies

As per attached statement	$649.75 per day	
Estimated daily run, 10,000 sq. yds.		
Cost per square yard		.065
Estimated Total Cost for Oil Treatment		$0.113 per sq.yd.
(Use)		$0.11 " " "

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR OILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Depreciation	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Water Tank	5000	5	200	5.00	3.00	8.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	130	1.80	1.70	3.50
60-Caterpillar	5800	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1300	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
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" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

DAILY COST OF OILING CREW

EQUIPMENT

1	Oil Distributor	at	$25.00	per day	$25.00
1	Tender Truck	"	20.00	"	20.00
3	Tender Truck Trailers	"	5.00	"	15.00
1	Boiler (2 shifts)	"	5.00	"	10.00
1	Retort (2 shifts)	"	11.00	"	22.00
1	Fuel Tank Trailer	"	2.50	"	2.50
1	Water Tank Trailer	"	2.25	"	2.25
2	Motor Graders	"	5.25	"	10.50
2	10-ton Gas Rollers	"	10.00	"	20.00
5	Dump Trucks	"	11.00	"	55.00
3	Light Trucks	"	2.50	"	7.50
2	Ford Cars	"	1.25	"	2.50
2	Sweepers	"	5.00	"	10.00
2	Tractors	"	3.50	"	7.00
2	Loaders	"	15.00	"	30.00
1	Flat Bed 10-ton Trailer	"	10.00	"	10.00
			Total		$244.25

SUPPLIES

Gasoline, Oil and Grease	$100.00	per day
Fuel for Boiler and Retort	15.00	"
Total		$115.00

LABOR

1	Superintendent	at	$10.00	per day	$10.00
1	Foreman	"	8.00	"	8.00
1	Timekeeper	"	5.00	"	5.00
1	Retort Operator	"	8.00	"	8.00
2	Boiler Operators	"	7.00	"	14.00
1	Watchman	"	4.00	"	4.00
1	Mechanic	"	7.00	"	7.00
2	Loader Operators	"	8.00	"	16.00
2	Pitmen	"	5.00	"	10.00
2	Tractor Drivers	"	6.00	"	12.00
1	Pilot Car Driver	"	5.00	"	5.00
8	Truck Drivers	"	6.00	"	48.00
2	Rollermen	"	7.50	"	15.00
1	Oil Truck Driver	"	7.00	"	7.00
1	Leverman	"	6.50	"	6.50
1	Tender Truck Driver	"	6.00	"	6.00
2	Grader Operators	"	7.00	"	14.00
2	Flagmen	"	5.00	"	10.00
17	Laborers	"	5.00	"	85.00
			Total		$290.50

Total for Equipment, Labor and Supplies $649.75

Form 39—F-21695—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

PR(15312

FIELD ENGINEER'S WEEKLY REPORT

Job name Otis - Siletz Surfacing

Highway Oregon - Coast

County Lincoln Job prefix 21 PN-1

Date Jan 16 to, 193 2

Week from Jan 3 to Jan 9th

Mail address Ocean Lake

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions from Division Engineer, changes in personnel of party, etc.:

Knute Lien who is doing the prospect work at the Kees Quarry Site is 70 feet in the Coyote hole. The rock up to this depth has not changed. Another wet seam was encountered at 60 feet. the rock at this point was the same as shown at the entrance of tunnel. The rock at the present depth seems to be a trifle harder than the first 50 feet.

No rock was struck in the shaft on top of the hill. The shaft was sunk to a depth of 32 feet. A trench is being dug 35 feet South of this shaft.

A report on this finding will be phoned Monday.

RECEIVED
JAN 17 1932

(See back of this sheet for instructions and detailed information)

Signed Carl A Peterson

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 153-B

December 4, 1931

Bates, Ilwaly & Pearson,
Yeon Building,
Portland, Oregon.

Attention of Mr. Fred C. Reed

Gentlemen:

Your inquiry of December 3, has been received, regarding State Highway Contract No. 1282 which was awarded to Berke Bros., Inc., for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Our records indicate that $54,977.91 was paid in connection with said contract to September 15, 1931, and that the retained percentage is $3,056.80.

The project was completed by the contractor on October 24, 1931, and the final estimate is now being checked in this office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1292
Lincoln Co

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

December 3, 1931

RECEIVED
DEC 4 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon

In Re: Contract No. 1292, regrading Otis-Siletz River Section on the Oregon Coast Highway in Lincoln County, Oregon
Contractors: Berke Bros.,Inc.

Gentlemen:

Please advise us if the above captioned contract has now been completed and final payment made to these contractors, Berke Bros.,Inc.

If this contract has been completed, we would also appreciate it if you would inform us as to the total amount paid Berke Bros.,Inc. for this work.

Very truly yours,

BATES, LIVELY & PEARSON

By Fred A Reed

BVS

Bd. to Sept. 15 - $54,977.91
Returned $3,955.80
Oct. 24, 1931

P1/153B

P153B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. I.

In reply please
refer to File No. Ore.E.F.A.P. 153-B

Post Office Building
Portland, Oregon.

Nov. 27, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
NOV 30 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

P.S. Enclosed also is an approved copy of detail estimate upon which the modified project agreement was based.

Title Asst Engr

Oregon Emergency Federal Aid Project No. 153, Section B. A4pr 9932

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 20, 1931, by the State Highway Commission of Oregon, and on June 30, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 153, Section B; and

WHEREAS, during the progress of construction work, it has been found necessary to increase the quantities of structure and surfacing items; and by reason thereof the said State Highway Commission has requested that the estimate of cost approved for said Section B be increased from $68,018.40 to $74,882.00, and that the Federal funds approved and set aside to the credit of said Section B be increased from $29,009.20 to $37,466.00;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture that the estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of thirty-seven thousand, four hundred sixty-six and no/100 dollars ($37,466.00) as the

Title ..... R.L.V. Engr .....

share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Clause (a) of Article I shall read:

"(a) By the State, $37,466.00, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds' shall be met from State funds available for expenditure by the State Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1929."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of thirty-seven thousand, four hundred sixty-six and no/100 dollars ($37,466.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-four thousand, nine hundred thirty-two and no/100 dollars ($74,932.00), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

Title ..... Asst Secy .....

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 3rd day of November, 1931, and the Secretary of Agriculture on the 13th day of November, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission.

_____
Acting Secretary of Agriculture.

Oregon Emergency Federal Aid Project No. 153, Section B.

Title _____

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between

locally known as

and designated in the records of this Department as Emergency Federal Aid Section B Project No. 153-/, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 74,838.00 in lieu of the $29,009.20 approved by Certificate of June 30, 1931 as the total estimated cost of said project, and the sum of $ 37,166.00 /- as the share of the United States, payable under said acts on account of such project, which does not exceed authorized Federal pro rata share the /- per cent of said total estimated cost.

Done at the city of Washington, this 13th day of November one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

C. W. Warburton
Acting Secretary of Agriculture.

O.K.B.

Title Chief Engr

(copy.)

Nelscott, Oregon.
Oct. 27,1931

Roy A. Cline,
State Highway Engineer,
Salem,
Oregon.

RECEIVED
OCT 29 1931
OREGON
STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

Dear Sir:

Sometime ago I was in your office with a delegation of four men, namely, J.F.Cooter, H.F.Hostetler, W.C.Jacobs, and myself. We were there to see you in regards to the large rocks and boulders put on the highway between Otis and Siletz River, and also to urge the early completion of this section of the road.

The rocks were removed and that part of it taken care of in good time, for which we thank you. You will recall that at that time I asked you to make a note and have your engineer, Mr. Clarke, call on C.P.Nelson and myself on his next trip over here in regards to changes made in the highway and our damages at this place. You assured me you would do this, and that Mr. Clarke would be over here the following week. Now I know that Mr. Clarke has been over here at least twice, and las Thursday, Oct. 22nd, Mr. Clarke was here at Nelscott talking to Mr. Nelson, but he never came to see me. I was at the time working on my Service Station, and he stopped in fron of my Station for a moment and drove off without saying a word.

I can show and explain why and where I claim damages in five minutes, and I think I have been fair and just in this matter, and have waited with patience for someone to come and make this adjustment. I went ahead and made my changes because I was forced to do so without delay at the time, and I have paid all the bills for this expence. I am now one among the unemployed, and have no income at present and I need the money I have put out on this matter to live on this winter.

I will describe and explain briefly as possible, why I am claiming damages. Will state here that Mr. Clarke has my bill for damages, itemized and at the exact figures I have been put out. The understanding was when we signed the option that Wallace St. and Washington St where my station was located was to be on the

(See back of this sheet for instructions and detailed information)

Signed P.L.Keeger

Title Owner

same level as the new grade, and that the fill along my park for some 600 ft. was not to be more than three feet above the present old road. That the signs, flag ple, or anything they moved or damaged would be replaced in as good condition as found.

I am claiming damages because the new grade in intersecting Washington street was raised three feet directly in front of my station commencing at a point at entrance of my park and camp ground. We repeatedly called the engineers' attention to the fact that it was too high at this one point. He in turn lowered it twice, but still the store and station were left in a hole three feet below the new grade.

Ofcourse, when the dirt was piled up around my station so high that cars had to back up to my pump, I could very easily see what I considered an emergency, and I ordered lumber and got help and moved my station and pump back and I personally worked 16 to 18 hours a day for the three days it required to move and connect up the plumbing, water, gas and air. This move, by the way, had to be done on the three days preceding the fourth of July holidays. In fact I got the fill so cars could get up to my pump at 11 P.M. July 3, as you must know the holidays are our big days for auto parks and stations, and we must be in a condition to handle the public if we expect to succeed.

My flag pole was 76 feet high and two feet in diameter. It was over on right of way 8 or 10 feet and ofcourse had to be cut down. The fill along my park was raised from 5 to 7 feet above the old road bed and took off 30 feet of park that I spent hundreds of dollars to clear and drain and fill with sand. This 30 feet I agreed to give to the state free gratis, but only with the understanding that the roads I have mentioned were to be on the same grade and level at intersections as the new road and all other damages were to be taken care of.

I believe if you will refer to statement for damages I have sent you, you will agree that I have been fair and am only a king for what I am entitled to under the circumstances.

You can't overlook the fact that I have come to your state and have actually invested more than $15,000 on a new highway and in a new community and am very much interested in the upbuilding of our state and highway system. Therefore I ask you to consider me as a resident and tax payer and believe me I wouldn't ask for something I am not entitled to. I am willing to abide by any just appraising committee you care to send over to investigate my place. I would appreciate an early reply.

Yours very truly, Geo. A. Cushing.

(See back of this sheet for instructions and detailed information)

Signed .....

Title .....

Form 30—F-21635—5M—5-31

PP 15 3 B

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date October 26, 1931, 193

Job name Otis Siletz River — Week from October 18 to October 24

Grading — Mail address Tillamook

Highway Oregon Coast — Telegraph or telephone address

County Lincoln — Job prefix 21PN — Express and freight address Tillamook

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party in office Monday and Tuesday on final records, 21PN.

Wednesday party began work on the Wilson river highway survey.

Contractor finished surfacing required by his contract and completed filling tile drain ditches, on Friday.

Went over job with Mr Clarke on Thursday Oct 22, to determine what additional surfacing the old portions of the roadway would require. Considered getting some additional clean rock from Knute Lien's plant on salmon river.

Weather fair Monday and Tuesday. Rain balance of the week.

RECEIVED
OCT 30 1931
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

(See back of this sheet for instructions and detailed information)

Signed D. C. Hanson

Title Dist Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ..... 3.0 / 3.0

Miles completed .....

Miles partially done .....

Total cubic yards in project ..... base 5074.5 top 4270.0 / 9344.5

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time 15

Contractor's average force for week ..... *men,*

..... *teams,* ..... 10 *trucks*

Project will be completed about .....

Number of men in Engineering Party ..... one checker

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 21PN 29VL ..... *Percentage* 100 67
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

0 3219.23

PR 153 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

October 9, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
OCT 10 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Reference is made to the voucher submitted October 8, 1931, on Oregon Emergency Federal Aid Project No. 153-B in the amount of $7,097.86.

We have recommended payment of the voucher submitted September 26, 1931, in the amount claimed, $3,878.43. This brings the total previous payment of Federal Aid and Advance Funds to $28,000.00 and $29,009.20 respectively.

We have accordingly reduced this voucher and are recommending payment of Federal Aid and Advance Funds in the amount of $2,114.31 and $1,105.12 respectively. This makes no change in the total amount the State will receive on this project.

This voucher is being held in our office until the modified project agreement has been executed by the State Highway Commission.

Very truly yours,

W. H. LYNCH
District Engineer

2114.31
1105.12
3219.43 ✓

Jc 19

emergency work [illegible] approved to [illegible] Washington Office for $3219.43

Oct. 6, 1931.

Mr. W. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are submitting herewith revised vouchers for work done to August 31st, 1931 requesting payment of Emergency and Federal Aid Funds as follows:

~~Proj. No. 25-A~~	~~Deschutes River-Bigge~~	~~$12,[illegible]~~
~~Proj. No. 37-A Reco.~~	~~Dillon-Deschutes River~~	~~$[illegible]~~
~~Proj. No. 154~~	~~Mt. Hilots Section~~	~~$ 7,[illegible]~~

Additional funds are requested on these revised vouchers in accordance with the modified estimates mailed today on each of the projects involved. If you have not approved and sent in the vouchers on the above projects as first submitted, we would request that they be destroyed and these vouchers be used in place of them.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Dict. by Parsons:WC
Encl.

153-B
Vouchers covering 25 A, 1 and 37 A were later revised.
See letters F 10/19/31 and 10/[illegible]/31 regarding projects 25 A and 37-A. - Likewise, see letter from Bureau F 10-9-31 advising that the net amount of voucher #8 covering emergency work on the [illegible] project 153-B has been approved in the Washington Office for $3219.42

PR 1538

Oct. 6, 1931.

Mr. W. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

In accordance with the suggestion in your letter of October 1st we are enclosing herewith six copies of estimate on basis for modified agreement on the Otis-Siletz Section of the Oregon Coast Highway in Lincoln County, Emergency Federal Aid Project No. 153-B.

This estimate is submitted at this time in order to permit the payment of Federal Aid and Emergency Funds on the actual cost of the work done to September 1st, 1931, which work included certain over-runs in quantities involved on this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by Parsons:HC
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

Oregon State Highway Department — Emergency Proj. No. 158-B.

IN YOUR REPLY PLEASE REFER TO FILE NO. _____

OTIS - SILETZ SECTION OF THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 5, 1931.

All Required	Clearing and Grubbing		$ 5,000.00
41,000	Class "A" Excavation	$.24	9,840.00
62,000	" "B" "	.25	15,500.00
17,000	" "C" "	.32	5,440.00
110,000	Overhaul	.02	2,200.00
26,000	Truck Haul	.18	4,680.00
90	Class "A" Concrete	28.00	2,540.00
8	" "C" "	15.00	120.00
12,000	Metal Reinforcement	.07	840.00
1,800	Timber Piling	.65	1,170.00
380	12" Concrete Pipe	1.10	418.00
570	18" " "	2.00	1,140.00
90	24" " "	2.80	252.00
200	Salvaging Surfacing Mats.	.40	80.00
10,000	Temporary Surfacing	1.10	11,000.00
45,000	Hauling Gravel, Tr. Mats.	.13	5,100.00
			$80,120.00
	10% Engr. & Cont.		5,812.00
	Total		$74,932.00

Length of Project, Gross 11.561 Miles
" " Baxter Creek Br. 29.0 ft.
" " Fraser Creek Br. 52.0 "
" " Devil's Lake Outlake Br. 188.0 "
" " Schooner Creek Br. 406.5 "
" " Drift Creek Br. 157.5 "

841.0 ft. .160 Miles

Length of Project, Net 11.371 Miles

Cost per mile, $6,589.74

Federal Aid Funds Requested	$37,466.00
Emergency Adv. Funds Requested	$37,466.00
Total	$74,932.00

State Funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

October 1, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The voucher for Oregon Emergency Federal Aid Project No. 153-B, covering the period from August 16 to August 31, 1931, has been recommended for payment in the amounts submitted, $1,434.62 Post Roads and $2,443.81 Advance Funds.

Apparently this job is overrunning and it appears to us that the agreement might be modified to eventually permit the payment of 50% of the total cost of the work done to September 30. If such is your desire, please submit very promptly a revised estimate for use as the basis of modification.

Very truly yours,

W. H. LYNCH
District Engineer

By J. E. Elliott
J. E. Elliott
Sr. Highway Engineer

STENCIL NO. 124

PR 153 B

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Oregon Emerg.
F.A.P. 153-B

Post Office Building
Portland, Oregon.

July 20, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By L. J. Caufield
L. J. Caufield
Highway Engineer

Enclosed is one copy each of approved estimate and specifications.

Agr. 9932

Form P. R. 2

EMERGENCY
FEDERAL AID

State Oregon

Project No. 153, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of June, 1931

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of February, 19 29, a project statement, which was approved by the Secretary on the 19th day of May, 19 29, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of April 19 31, and approved by the Secretary on the 20th day of June, 19 31; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-nine thousand, nine and 20/100

dollars ($ 29,009.20) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $29,009.20, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds" shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 51, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the county ..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 600+50 at the south end of the Salmon River Bridge near the ¼ corner common to sections 29 and 30, T.6 S., R.10 W., W.M., and survey station 1211+51.7 in the N.W.¼ of N.W.¼ of Sec. 11, T.8 S., R.11 W., W.M., at the north end of the Siletz River Bridge, which is Federal Aid Project No. 110-D

..... terminal points, a distance of 11.371 miles, known locally as the Otis-Siletz River Section of the Roosevelt Coast Highway between Cape Kay and Nebo, Lincoln County, being Oregon Emergency Federal Aid Project No. 153, Section B.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty-nine thousand, nine and 20/100 dollars ($ 29,009.20), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-eight thousand, eighteen and 40/100 dollars ($ 58,018.40), the approved total estimated cost of Section B of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____

(Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____

Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

_____

_____

_____

_____

Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ----------;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ----------
(Include reference to statute authorizing

---
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

---

*(b) By the ----------;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ----------
(Include reference to statute authorizing

---
funds and probable amount annually available)

---

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ----------

---
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 30th day of June, 1931

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H. Baldock
Chairman, State Highway Commission
(Title of officer)

By W. H. Hayworth
Member, State Highway Commission
(Title of officer)

[SEAL]

By ----------
Member, State Highway Commission
(Title of officer)

By ----------
(Title of officer)

By ----------
(Title of officer)

[SEAL]

R. H. Hemstock
Acting Secretary of Agriculture.

5513

PR 153 B

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 600+50 at the south end of the Salmon River Bridge near the ¼ corner common to sections 29 and 30, T.6 S., R.10 W., W.M., and survey station 1211+51.7 in the N.W. ¼ of N.W.¼ of Sec. 11, T.8 S., R.11 W., W.M., at the north end of the Siletz River Bridge, which is Federal Aid Project No. 110-D, locally known as the Otis-Siletz River Section of the Roosevelt Coast Highway between Coos Bay and Nebo, Lincoln County, and designated in the records of this Department as Project No. Emergency Federal Aid 153/ Section B, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 58,018.40 Section B of as the total estimated cost of said project, and the sum of $ 29,009.20 as the share of the United States, payable under said acts on account of such project, which does not exceed the Section B of authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30th day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

Ans

8—4930

PR 1 5 3 B

Portland, Oregon.
June 17th.1951.

COPY

Subject:

The Oregon Coast Highway from Otis to the Siletz river.

Mr. H. B. Van Duzer.
Chairman, State Highway Commission.
Portland, Oregon.

D

Highway Engineer

Dear Sir:

May we be permitted to call your attention to the deplorable condition of this section of the highway that is destined to become one of the most noted in the World.

As a comparison we wish to suggest another section of the same highway - that between the Siletz river and Otter Rock - completed a year or more later than the above mentioned section, oiled two years ago, and kept in perfect condition since evidently by a competent representative of the Highway Commission.

The section referred to is now in a terrible condition, is very dangerous even at slow speeds and there seems no real reason why this should be, and we merely ask you to send a reliable representative to investigate conditions in hopes that a scraper can be run over it at least once per month to eliminate a few of the deep holes that are a real menace to the lives of those who are obliged to use this road.

The excuse may be made to you that the curves are now being eliminated preparatory to oiling, but this will hardly suffice if you will look up the history of the short life of the section.

Maybe there is a very good excuse for the road being dangerous four years ago and very much worse at present and, if so, we would be very much interested in knowing.

This is not a petition to be signed by the many people interested in that section of the State. We are just a few who have had difficulty in negotiating the section in question and think you should be advised of the very unnecessary, hazardous condition.

Very truly,

F. B. SKINNER	1597 - 5th Ave.	Portland, Ore
H. L. COLLINS	1650 - 5th Ave.	"
N. E. STEWART	904 Sumner St.	"
V. AHERN	740 Quimby St.	"
C. L. WATSON	1588 - 5th Ave.	"
Alec RUNCIMAN	1141 E. Washington St.	"
DR. FRANK S. POST	1132 Hawthorne Ave.	"
O. R. ALLEN	5124 - 60th Ave.	"
E. B. WINCHELL	485 N. E. 18th St.	"

PR 15-3B

May 20, 1938

[illegible] Bros. Inc.
1295 Belmont Street
Portland, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the regrading of the Otis-Siletz River Section of the Oregon Coast Highway in Lincoln County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

PR 153 B

May 11, 1933.

Mr. W. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate of bids for project agreement covering the Ohio-Siletz Section, Emergency Project No. 153-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Encls. by J. H. Bosh/HS
Encls.

Oregon State Highway Department — Emergency Project No. 105-A.

SEA-SIDE: SECTION OF THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 7, 1931.

All Required				$ 5,000.00
45,000	cu. yds.	Clearing and Grubbing		5,000.00
60,000	" "	Class "A" Excavation	$ .24	15,000.00
17,000	" "	Class "B" Excavation	.35	5,950.00
110,000	yd. sta.	Class "C" Excavation	.38	5,000.00	
17,000	yd. mls.	Overhaul	.05	5,000.00
90	cu. yds.	Trench Mask	.15	2,550.00
8	" "	Class "A" Concrete	25.00	200.00
10,000	pounds	Class "B" Concrete	18.00	700.00
1,000	lin. ft.	Metal Reinforcement	.07	600.00
60	" "	Timber Piling	.55	66.00
400	" "	12" Concrete Pipe	1.10	1,000.00
10	" "	18" Concrete Pipe	2.00	80.00
1,000	cu. yds.	24" Concrete Pipe	2.50	400.00
4,000	cu. yds.	Salvaging Surfacing Materials	.40	4,000.00
10,000	yd. mls.	Temporary Surfacing	1.10	1,000.00
		Hauling Gravel, Truck Measure	.10	
		Sub-total		$ 50,746.00
		10% Engr. & Cont.		5,074.60
		Total		$ 55,820.60

Length of Project, Gross — 11.021 Miles

"	" Barlow Creek Bridge.	30.0	ft.
"	" Fresser Creek Bridge.	66.0	"
"	" Devil's Lake Outlets Bridge.	120.0	"
"	" Schooner Creek Bridge.	405.5	"
"	" Drift Creek Bridge	197.6	"
		941.0 ft.	.180 Miles

Length of Project, Net — 11.971 Miles

Cost per mile. $5,108.51

Estimated percentage of work to be completed September 1, 1931. 100%.

Federal Aid Funds Requested	$50,000.00 (90%)
Emergency Adv. Funds Requested	5,820.60
Total	$55,820.60

State Funds for Maintenance: Chapter 41, Laws, 1927.

Form 30—E-18703—2M—10-30

PR 1518

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 11, 1931., 193

Job name Otis Siletz River Grading

Highway Oregon Coast

County Lincoln Job prefix 21PN.

Week from May 3 to May 9th. 1931

Mail address Oceanlake, Oregon.

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party retraced line and set right of way stakes station 600 to 812 first. three days of week. Wed PM. made survey of quarry site on Dan Reese place.

Berke Bros. started clearing crew on Saturday May 9th. on the Otis end.

Expect one shovel in about wednesday may 13th. to start on north end of job. second shovel will be in later in the week.

weather fair and warm all week.

RECEIVED
MAY 1931
OF
CH

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Asst Engr

GRADING CONSTRUCTION

(ST)

Total miles of grading in project 11.53

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 120,000

Cubic yards moved to date 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured .....

Number men in Engineering Party 4

Contractor's average force for week ..... 10 men,

..... 0 teams, ... 0 steam shovels

Grading work will be completed about ..... Sept. 1st

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

(LT)

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... 21PN ..... Percentage 50
2. ..... 27PF ..... Percentage 50
3. ..... Percentage .....
4. ..... Percentage .....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

Otis-Silletz R

May 1, 1931

PR 153 B

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid project No. 153, section B, the bids for which were opened on April 30, 1931.

This is to advise you of our prior concurrence in the award of the contract to Berke Bros., Inc., Portland, Oregon, who submitted the low bid of $52,744.00.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

Oregon State Highway Commission — Emergency Project 183-B

[illegible] RIVER SECTION OF THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate with plans. Not an basis for Project Agreements.)

Salem, Oregon, April 20, 1931.

All Required	Clearing and Grubbing	$	$ 7,500.00
41,000 cu. yds.	Class "A" Excavation	.20	8,200.00
62,000 " "	Class "B" "	.80	18,600.00
17,000 " "	Class "C" "	.75	12,750.00
110,000 yds. stn.	Overhaul	.03	3,300.00
17,000 yds. mls.	Truck Haul	.16	2,720.00
90 cu. yds.	Class "A" Concrete	30.00	2,700.00
8 " "	Class "C" Concrete	30.00	240.00
10,000 lbs.	Metal Reinforcement	.06	600.00
1,000 lin. ft.	Timber Piling	1.00	1,000.00
60 " "	12" Concrete Pipe	1.50	90.00
600 " "	18" " "	2.50	1,500.00
10 " "	24" " "	3.50	35.00
1,000 cu. yds.	Salvaged Surfacing Materials	1.50	1,500.00
4,000 " "	Temporary Surfacing	1.25	5,000.00
10,000 yds. mls.	Hauling Gravel, Truck Measure	.15	1,500.00
	Sub-total		$67,235.00
	10% Engr. & Cont.		6,723.50
	TOTAL		$73,958.50

Length of Project, Gross		11.531 Miles
" " Bonker Creek Bridge	30.0 feet	
" " Fraser Creek Bridge	32.0 "	
" " Devil's Lake Outlet Bridge	108.0 "	
" " Schoonmer Creek Bridge	505.5 "	
" " Drift Creek Bridge	167.5 "	
	841.0 feet	0.160 Miles
	841.9	11.37'
Length of Project excluding Bridges		11.390 Miles
	6504.13	
Cost per Mile,	$6,495.00	
Estimated Percentage of Work to be Completed September 1, 1931		100%

Federal Aid Funds Requested	$36,979.25
Emergency Advance Funds Requested	36,979.25
	$73,958.50

CONTRACT #1293,
1375,

PR 167-A West Unit, Umatilla-Sand Station Sec. 1932

1493
1375

Folder # 2

5

FORM S-H-1 10051 500 1-54

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

107-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 1, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing invoice from the O.W.R.&N.Co. in the amount of $2958.84 covering moving of a spur track and installing crossing signals at Sand Station on the Wallula Cut-off.

Inasmuch as we entered into an agreement with the railroad company to have this work performed, I suppose we will have to approve it, which I have done. The bill, however, seems especially high for the amount of work performed, especially the charge for materials. It would appear to me that some credit should be given for the benefit derived by the railroad company by the replacement of old worn out material with new material such as the 284 new ties.

Very truly yours,

WCW:OG
Encl.

Division Engineer.

cc R. H. Baldock.

NOTED

1692

November 8, 1935

S. H. Newell & Co.
Board of Trade Building
Portland, Oregon

Gentlemen:

In response to your communication of November 1, 1935 in regard to final estimate rendered you on your contract No. 1564, Sand Station-Washington State Line, grading, on the Upper Columbia River Highway in Umatilla County, I note that you feel that the settlement was definitely fixed at $211,000, but this is entirely contrary to our methods of settling the adjustment of claims. Each claim must be on its merits and if we cause the contractor extra expense by reason of changing the plans, we will give consideration to a claim by reason thereof, but never make any attempt to arrive at a settlement based upon any fixed sum.

Mr. Smith advised that he explained this to you thoroughly upon the ground and stated that the job could not be discussed on a lump sum adjustment price, but that settlements by price adjustments could only take place on those portions where the plan was deviated from and that on all the rest of the project the contract price for materials must govern.

Mr. Smith consented to a review of the classification and an additional price adjustment for the line change on one of the railroad encroachments. It seems that there had been an error in the computations of which no one was aware at that time, which later resulted in a deduction of $600. Had the error been in the reverse direction, you would have been allowed the $600. Mr. Smith has definitely stated to me that in his opinion the final estimate was in accordance with the classification reached upon the ground, although that you had $211,000 in mind at that time as the total settlement.

In the opinion of both Mr. Smith and myself you have been given every consideration on this job and we have allowed you a reasonable amount on the section adjacent to the railroad track where the line change was made, and all the rock

classification that was encountered upon this section. You do not need to feel bound by your discussion with Smith if you do not wish to do so./

I am sorry that there was an error in the computations that misled you in the final result, but feel that the final result was merely a matter of computations which might disclose that you had been overpaid or underpaid on certain items and had no bearing with relation to either the classification or the extra price due to a change in plans.

Very truly yours,

State Highway Engineer

MEB:MI

WILLIAMS RECEIVED NOV 2 - 1933 OFFICE OF CONSTRUCTION ENGINEER

REFERRED TO H.G. Smith By State Highway Engineer
Please advise me

H.G. SMITH NOV 2 1933

S. H. NEWELL & COMPANY

GENERAL CONTRACTORS

BOARD OF TRADE BUILDING
PORTLAND, OREGON

November 1, 1933

RECEIVED NOV 2 - 1933 OREGON STATE HIGHWAY COMMISSION

R.H.Baldock, State Highway Engineer.
Oregon State Highway Commission.
Salem, Ore.

Dear Sir: Re: Contract No.1364.Sand Station-Washington State Line Section, Columbia River Highway.

Settlement on this contract was made in June with H.G. Smith, Construction Engineer, for a lump sum of $211,000, for the work perfofmed, exclusive of the amount to be earned under P.A. #3, which covered construction of half viaduct, sub-let to Tom Lillebo without profit, and which work was not a portion of our original contract.

In computing final estimate in the Salem office, alterations or corrections were made in the approximate amount of $600.00, and the final estimate has been reduced in like amount.

We feel that the settlement was was definitely fixed at $211,000 and that we should neither profit or lose by any subsequent changes in detailed figures.As a matter of fact the figures used by Mr.Smith in estimating increase in contract amount covered by P.A.#5 did actually increase in the amount of $221.30, and in preparing the July estimate, cognizance was taken of this increase and a deduction made from rock classification in like amount in order not to overrun the settlement total of $211,000.00.

It does not appear that the resident engineer has been consistent in that in one instance he has offset against an overrun of his own figures but that in other instances he has failed to offset against an underrun.The terms of the agreement entered into between Mr.Smith and ourselves are being in part set aside by reason of erors in computations in the Hermiston office.We feel that the settlement made in June was a compromise which was equitable to both parties.That being the case it necessarily follows that the final estimate as presented is unequitable to us.

We think that had a recheck on quantities revealed a previous undermeasurement that the resident engineer would have had no hessitation in correcting his classification so as to offset the gain in quantity, and that in so doing he would have done us no injustice.

We are not appealing from Mr.Smith's settlement, we are asking that the terms of his settlement be carried out.Mr. Smith has not definitely stated that in his opinion the final estimate was in accordance with our compromise agreement.We will abide by Mr. Smith's interpretation of our verbal agreement.

Very truly yours,
S. H. Newell & Co.

...SIONERS
...LIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 5, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

In regard to the claim of S. H. Newell and Company for $600.00 deducted from their final estimate due to corrections made in the Salem Office on the final check, I beg to advise that I was authorized to review their claim on the Sand Station-Washington State Line Section with particular reference to increased cost due to a line change at the railroad encroachment and unusual costs due to flat slopes on talus cuts, and the difficulty of operating along a narrow shelf above the railroad.

Due to miscalculations on the time of our meeting, I arrived on the job several hours prior to Mr. Newell and his partner T. J. Williams. The time was spent with Division Engineer Williams and Resident Engineer Tocle in a review of the job on the ground. We decided that allowance of 50¢ per yard would be justified for the additional material moved at the line change and reclassified a few of the cuts to cover some of the difficulties mentioned in the Newell complaint.

In the afternoon Newell and T. J. Williams arrived on the job. The price of 50¢ per yard additional for the excavation for the line change was accepted by them finally as satisfactory, and I then attempted to take them over the section to explain the reasons for the classification. This was agreeable to Mr. Newell but Mr. T. J. Williams immediately objected, stating that he knew nothing about classification and that the only way he was able to analyze the job was by the total amount of money received. I explained to him that settlements by price adjustments could only take place on those portions where the contract was deviated from, and that on all the rest of the job the contract price for the different materials must govern, and that the job could not be discussed at a lump sum price. I then stated that I would be compelled to discontinue any negotiations if they did not care to review the classification. However, Mr. Newell, upon finding that our reclassification estimate would

amount to over $210,000 stated that while $214,000 was necessary to settle their accounts, but that if he could receive $211,000 he would be satisfied and accept the estimate. As this varied only a few hundred dollars from the amount which we estimated the reclassification would give, I authorized Mr. Toole to slightly adjust the classification on one cut to make up the slight difference, so that the final would be $211,000.

The conclusions arrived at in this conference were afterward found to be based upon erroneous data as the final check in the Salem office disclosed errors in the computations which amounted to approximately $600.00, therefore the contractor is at liberty to reject the final estimate without censure as he anticipated the full $211,000.

On the other hand, I would not have agreed to increases in classification for this amount, as I believe the contractor was treated very liberally by concessions during construction, and by the final settlement, and that the classification given is the maximum that is warranted.

The contractor recognized, as shown by his final paragraph, that there was nothing binding by this conference or "settlement" on the ground and apparently is merely making inquiry as to whether I consider the final estimate in accordance with this "settlement."

As stated before I realize that the contractor received $600.00 less than he anticipated, and therefore is at liberty to ignore the results of the conference. On account of the erroneous data furnished, I also feel that there was no "meeting of minds" at this conference and that the Highway Department cannot be censured for any corrections made in the yardage quantities. I therefore recommend that the department stand on the final estimate and make no further "settlements."

Yours very truly,

H. G. SMITH,
Construction Engineer.

HGS/H

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, N. B. Thomas, of the sum of Three Hundred Fifty ($350.00) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which he may have for labor performed by him for O. D. Wolfe, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and the Metropolitan Casualty Insurance Company of New York in connection with the performance by the said O. D. Wolfe of State Contract No. 1293 for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon.

DATED at Portland, Oregon, this 23rd day of March, 1932.

N. B Flowers

RECEIPT AND RELEASE

IN CONSIDERATION of the payment to the undersigned, McCoy Auto Company, of the sum of Two Hundred Fifty ($250.00) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which it may have against the bond taken from O. D. Wolfe and the Metropolitan Casualty Insurance Company of New York in connection with the performance by the said O. D. Wolfe of State Contract No. 1293 of the State of Oregon for grading and surfacing a portion of Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, and

DOES HEREBY RELEASE AND DISCHARGE its claim heretofore filed with the Secretary of State of the State of Oregon against the said bond.

DATED at Vancouver, Washington, this 7th day of May, 1932.

MC COY AUTO COMPANY,

By: Arthur B McCoy
~~President.~~ sole owner

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, Balzer Machinery Company, of the sum of Two Thousand ($2,000.00) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which it may have against Metropolitan Casualty Ins Co. for labor and materials furnished to O. D. Wolfe in connection with the performance by him of State Highway Contract, State of Oregon, No. 1293, for grading and surfacing the Umatilla Sand Station Section of the Columbia River Highway, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and The Metropolitan Casualty Insurance Company of New York in connection with the said contract.

DATED at Portland, Oregon, this 9th day of February, 1932.

BALZER MACHINERY COMPANY,

By: R. G. Balzer Mgr

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, C. D. Kelley and H. W. Kelley, partners doing business as Kelley Brothers, of the sum of Seventeen Hundred Eighteen and 39/100 ($1718.39) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which they may have for labor and materials furnished to O. D. Wolfe in connection with the performance by him of State Highway Contract, State of Oregon, No. 1295, for grading and surfacing the Umatilla Sand Station Section of the Columbia River Highway, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and The Metropolitan Casualty Insurance Company of New York in connection with the said contract.

Dated at Hermiston Ore. this 19th day of July, 1932.

H W Kelley

C D Kelley

Partners doing business as
Kelley Brothers.

26 20

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, OREGON POWDER COMPANY, of the sum of Six Thousand One Hundred and 98/100 ($6,100.98) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which it may have for labor and materials furnished to O. D. Wolfe in connection with the performance by him of State Highway Comtract, State of Oregon, No. 1293, for grading and surfacing the Umatilla Sand Station Section of the Columbia River Highway, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe abd Metropolitan Casualty Insurance Company of New York in connection with the said contract.

DATED at Portland, Oregon this 1st day of February, 1932.

OREGON POWDER COMPANY,

By L. G. Perus
President and Manager.

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, Union Oil Company of California, of the sum of Eight Thousand Nine and 94/100 ($8.009.94) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which it may have for labor and materials furnished to O. D. Wolfe in connection with the performance by him of State Highway Contract, State of Oregon, No. 1293, for grading and surfacing the Umatilla Sand Station Section of the Columbia River Highway, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and Metropolitan Casualty Insurance Company of New York in connection with the said contract.

DATED at Portland, Oregon this 1st day of February, 1932.

UNION OIL COMPANY OF CALIFORNIA

By Lorenee H. Cook
Credit Manager.

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, Lester J. Gill, of the sum of Eight Hundred Thirteen and 95/100 ($813.95) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which he may have for labor performed by him for Kelly Bros., sub-contractor under O. D. Wolfe, and/or the said O. D. Wolfe, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and Metropolitan Casualty Insurance Company of New York in connection with the performance by said O. D. Wolfe of State Contract No. 1293 for grading and surfacing the Umatilla Sand Section of the Columbia River Highway.

DATED this 23 day of February, 1932.

Lester J. Gill

RECEIVED
JUN 21 1932
COAN & ROSENBERG
No.
Ans.

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, Feenaughty Machinery Company, of the sum of Thirteen Hundred ($1300.00) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which it has, or may have, for labor, material, rentals and supplies against the bond taken from The Metropolitan Casualty Insurance Company of New York, a corporation, as surety, and O. D. Wolfe, as principal, in connection with the performance by the said O. D. Wolfe of State Highway Contract, State of Oregon, No. 1293, for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the said bond, and

ASSIGNS AND SETS OVER to Metropolitan Casualty Insurance Company of New York that portion of its claim against the said O. D. Wolfe and/or the estate of O. D. Wolfe, deceased, represented by the payment of the said sum of $1300.00, retaining and reserving to itself the right to file and prosecute its claim against the estate of the said O. D. [illegible] deceased, for any balance remaining due over and above the [illegible].

DATED AT PORTLAND, OREGON, this 21st day of June, 1932.

FEENAUGHTY MACHINERY COMPANY,

BY M. L. Feenaughty
President.

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, Alex Newman, of the sum of Nine ($9.00) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which he may have for labor performed by him for O. D. Wolfe, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and the Metropolitan Casualty Insurance Company of New York in connection with the performance by the said O. D. Wolfe of State Contract No. 1293 for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon.

DATED this 7th day of June, 1932.

Alex Newman.

Axel Newman

RECEIPT AND RELEASE

RECEIVED OF METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK the sum of Two Hundred Eighteen and 88/100 ($218.88) Dollars, in full satisfaction of claim of the undersigned, A. C. Pounder, against Kelly Bros., and/or O. D. Wolfe for labor performed and supplies or services rendered or furnished in connection with the performance by O. D. Wolfe of his contract No. 1293 for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon.

DATED this 29 day of March, 1932.

Albert C Pounder

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, CONCRETE PIPE COMPANY, of the sum of Four Thousand Three Hundred Forty-five and 84/100 ($4,345.84) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which it may have for labor and materials furnished to O. D. Wolfe in connection with the performance by him of State Highway Contract, State of Oregon, No. 1293, for grading and surfacing the Umatilla Sand Station Section of the Columbia River Highway, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and Metropolitan Casualty Insurance Company of New York in connection with said contract.

DATED at Portland, Oregon, this 2 day of February, 1932.

CONCRETE PIPE COMPANY,

By G. L. Smith
Vice President

Stephen W. Matthieu
Assistant Secretary.

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, A. J. Haniger, of the sum of One Hundred Fifty and 00/100 ($150.00) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which he may have for labor performed by him for O. D. Wolfe, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and Metropolitan Casualty Insurance Company of New York in connection with the performance by said O. D. Wolfe of State Contract No. 1293 for grading and surfacing the Umatilla Sand Station Section of the Columbia River Highway.

DATED at Portland, Oregon, this 17th day of February, 1932.

A. J. Haniger

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, W. B. KIDD, of the sum of Two Hundred Eight ($208.00) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which he may have for labor performed by him for O. D. Wolfe, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and the Metropolitan Casualty Insurance Company of New York in connection with the performance by the said O. D. Wolfe of State Contract No. 1293 for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon.

DATED at Portland, Oregon, this 1st day of March, 1932.

W B Kidd

RECEIPT AND RELEASE

RECEIVED of Metropolitan Casualty Insurance Company the sum of Ninety and 06/100 ($90.06) Dollars, in full satisfaction of claim of the undersigned, Galen C. Fancher, against Kelly Bros., and/or O. D. Wolfe for labor performed and supplies or services rendered or furnished in connection with the performance by O. D. Wolfe of his contract No. 1293 for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon.

DATED this 26 day of February, 1932.

Galen C. Fancher

RECEIVED
JUN 27 1932
OREGON
STATE HIGHWAY COMMISSION

RECEIPT AND RELEASE

IN CONSIDERATION of the receipt by the undersigned, Standard Oil Company of California, of the sum of Twelve Hundred Seventy-eight and 58/100 ($1278.58) Dollars, receipt whereof is hereby acknowledged, the undersigned

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims which it may have for labor and materials furnished to O. D. Wolfe in connection with the performance by him of State Highway Conteact, State of Oregon, No. 1293, for grading and surfacing the Umatilla Sand Station Section of the Columbia River Highway, and

DOES HEREBY RELEASE AND DISCHARGE the claim heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and The Metropolitan Casualty Insurance Company of New York in connection with the said contract.

Dated at Walla Walla Wash
this 23rd day of June, 1932.
STANDARD OIL COMPANY OF CALIFORNIA,
By L Jacobson
District Credit Man

RECEIVED
JUN 27 1932
OREGON
STATE HIGHWAY COMMISSION

RECEIPT AND RELEASE

RECEIVED of Metropolitan Casualty Insurance Company of New York the sum of Ninety and 90/100 ($90.90) Dollars, and

IN CONSIDERATION THEREOF, the undersigned does HEREBY RELEASE AND DISCHARGE that certain claim filed by him with the Secretary of State of the State of Oregon against the bond taken from O. D. Wolfe and the Metropolitan Casualty Insurance Company of New York in connection with the performance by the said O. D. Wolfe of State Highway contract number 1293, and

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims against the said O. D. Wolfe and/or the Metropolitan Casualty Insurance Company of New York in connection therewith.

DATED at Portland, Oregon, this 23 day of June, 1932.

WITNESS:
Stephen W Matthews

Conrad Benel

TO THE STATE OF OREGON, AND
THE STATE HIGHWAY COMMISSION of
the State of Oregon:

Notice is hereby given, that the undersigned, Feenaughty Machinery Company, a corporation, organized under the laws of the State of Oregon, with its principal office at 324 Belmont Street, Portland, Oregon, has a claim for the rental of equipment and machinery, particularly one Ingersoll-Rand Tool Sharpener and one Winner Grader and for labor and material furnished in the replacement and repairs of said equipment and other equipment on said job, performed and furnished in the sum of Two Thousand Two Hundred Seven Dollars and Ninety-two Cents ($2,207.92), against O. D. Wolfe, Contractor and principal in the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said O. D. Wolfe on the West Unit of Umatilla Sand Section of Oregon State Highway in Umatilla County, Oregon, and against the surety on the bond of the said O. D. Wolfe, to-wit, the Metropolitan Casualty Insurance Company of New York, a corporation, which said equipment, material, labor and replacements, were furnished to said O. D. Wolfe, contractor, for the work of grading on said contract.

An itemized statement of said claim is attached hereto.

Dated, October 23, 1931.

FEENAUGHTY MACHINERY COMPANY

By W. E. Feenaughty
President.

STATEMENT

PORTLAND, OREGON_____192__

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

O. D. Wolfe,
Umatilla,
Oregon.

Remit in Portland or Chicago Exchange

1931			
May 11	Invoice #2019		
	Rental on Ingersoll-Rand Tool Sharpener May 11th to June 11, 1931		100.00
May 27	Invoice #2407, mailed to Umatilla		
	3 X4431 adjust. eyebolts	13.50	
	3 X4430 " "	13.35	
	3 X4432 " nut	9.50	
	Postage	.25	36.60
May 29	Invoice #2460, by stage to Umatilla		
	1 X4801 swing booster band cpt.	15.80	
	1 X3901 lining	3.30	
	Messenger to stage	.75	19.85
June 1	Invoice #2501, O.W.R.&N. to Umatilla		
	1 X9061 inside clutch band complete	32.70	
	1 X4722 brace rod	3.65	
	1 X6901 dipper arm pin	4.80	41.15
June 1	Invoice #2521, auto freight to Umatilla		
	4 #141318 AMSCO dipper teeth		22.00
June 6	Invoice #2671, auto truck to Umatilla		
	1 #96877 used dipper bail	69.96	
	1 X6671 shackle	13.90	
	1 X2225 pin	1.90	
	2 #6379 bail bushings	4.30	90.06
June 8	Invoice #2694, mailed to Umatilla		
	6 pins for 5" silent chain	.60	
	20 1/2 bushings for 5" silent chain	1.40	
	20 washers for 5" silent chain	.30	
	4 pins for 5" silent chain	.40	
	Post. and insurance	.14	
	Telegram	.50	3.34
June 12	Invoice #2806, mailed to Umatilla		
	24 1/4" dot cups 45°	9.12	
	Postage	.15	9.27
June 18	Invoice #2954, mailed to Umatilla		
	12 #03471 tread pins	15.00	
	12 #03472 tread pin washers	1.44	17.27
June 17	Invoice #2915, mailed to Umatilla		
	1 pr. #1156 (both halves) conn. rod bushings	5.30	
	Postage	.20	5.50
	For C. P. Compressor		
	Carried Forward		345.03

STATEMENT

PORTLAND, OREGON. _____ 192__

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

O. D. Wolfe,
Umatilla,
Oregon.

Remit in Portland or Chicago Exchange

1931			
	Forward		345.03
May 11	Invoice #2939, Rental, Tool Sharpener 6/11 to 7/11/31		100.00
June 12	Invoice #2804, via stage to Umatilla 1 pr. #1156 con rod bush. (both halves) 5.30 for C. P. Compressor	5.30	5.30
June 23	Invoice #3074, mailed to Umatilla 1 X9228 crowd booster band cpt. 27.20 Postage .29		27.49
June 29	Invoice #3201, auto truck to Umatilla 1 #4792 sliding sleeve 27.60 2 #4845 yoke (halves) 23.00		50.60
June 29	Invoice #3212, O.W. R. &N., Umatilla 1 #108x1/2" D. P. Grad. blades for Giant Winner		11.45
June 29	Invoice #3211, O.R. R. &N., Umatilla Rent on 10' Winner Grader June 29 to July 29, 1931		75.00
June 27	Invoice #3177, mailed to Umatilla 1 5/16 copper tube connection) 1 3/8 do.) 1.75 1 1/8" pet cock) postage .13		1.88
June 26	Invoice #3315, expressed to Umatilla 1 #6217 crowd brake trip cam 1.60 2 X9231 live end link 3.20 1 X2094 live end pin .30 1 #6220 booster live end 2.40 1 X9229 trip cam pin .30 1 X9232 booster band eye 3.65 1 #6219 " dead end 2.80 1 X9233 trip adjust. screw .90 Postage and insurance .18 FOR LORAIN 75		15.96
	Carried Foward		682.71

STATEMENT

PORTLAND, OREGON_____192____

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

O.D. Wolfe,
Umatilla,
Oregon.

Remit in Portland or Chicago Exchange

1931				
	Forward			632.71
July 2	Invoice #3305, mailed to Umatilla			
	1 lb. rivets for X9183		.50	
	1 lb. cotter keys for connecting rods		.20	
	24 1/4 straight dot fittings		6.48	
	12 " 45° " "		4.56	
	12 " 60" " "		4.56	
	1 #5057 dot gun		11.00	
	Postage		.31	27.61
July 1	Invoice #3367, Consolidated Truck to Umatilla			
	1 #4455A traction tread		23.60	23.60
July 10	Invoice #3301, auto freight to Umatilla			
	2 #9400 cylinder gaskets		5.80	
	2 #9536 intake valves		10.10	15.90
	For J. K. Waukesha motor			
July 10	Invoice #3499, auto freight to Umatilla			
	1 X4312 brake band lining		3.20	
	1 X4313 brake band lining		2.90	
	1 lb. copper rivets		.60	
	1 X2164 boom sheave pin		4.75	
	12 bushings, 1/8 to 1/4		1.32	
	1 #1114 Jeffrey chain		48.30	
	6 Pins and cotters for #1114 chain		1.50	
	6 rollers for #1114 chain		3.00	
	6 thimbles for #1114 chain		1.20	
	12 offset bars for #1114 chain		3.60	70.37
July 11	Invoice #3526, stage to Umatilla			
	4 #8710 (halves)		11.60	
	Special trip to stage		.50	12.10
July 14	Invoice #3600, mailed to Umatilla			
	3 X9183 linings		29.70	
	For Lorain 75			
	Postage		.45	30.15
July 11	Invoice #3785, expressed to Umatilla			
	1 B477 thrust button collar		.35	
	1 B481 shim		.05	
	1- X1788 crowd friction frank		12.25	
	1 #2878 bushing		2.85	
	Postage		.57	16.07
July 21	Invoice #3824, auto truck to Umatilla			
	12 pins for 5" silent chain		1.20	
	4 #141318 Dipper teeth		22.00	23.20
	carried forward			851.71

STATEMENT

PORTLAND, OREGON_____192___

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

O. D. Wolfe,
Umatilla,
Oregon.

Remit in Portland or Chicago Exchange

1931

	Forward		851.71
July 20	Invoice #3799, called for 6 dolly springs for tool sharpener	6.00	6.00
July 29	Invoice #3904 Rental 10 ft. Winner Grader 7/29/31 to 8/29/31		75.00
July 11	Invoice #3905, Rental of Tool Sharpener 7/11/31 to 8/11/31		100.00
July 24	Invoice #3940 Telegram charges Umatilla to Portland		1.10
July 18	Invoice #3742, auto truck to Umatilla		
	1 #X9130 booster band cpt.	15.95	
	1 X3454 crowd lining	8.75	
	1 #1114 Jeffrey chain	35.35	
	1 pc. brake lining, 10'	21.95	
	1 lb. rivets for #X9130 band	1.25	
	1 #3575 fan belt	2.70	
	12 XA359 1/4 st. Alemite cup	2.40	
	6 XA693 1/4" 45° cups	2.64	
	6 #A371 1/4" 90° cups	2.34	93.33
July 22	Invoice #3860, auto freight to Umatilla		
	1 X3707 ADJ axle screw	9.90	
	1 X4284 friction band complete	17.95	
	1 X130 elm lining	3.45	
	Telegram collection	.87	31.17
July 24	Invoice #3956, stage to Umatilla		
	4 #9406 piston pins	14.40	
	8 #9408 " pin bush.	12.40	
	4 #9405 " rings	6.60	
	8 #9405A " rings, plain	7.60	
	4 #9405A " " "	3.80	
	24 washers for 5" silent chain	.30	
	Phone call, collect	1.15	46.25
July 27	Invoice #4013, auto freight to Umatilla		
	1 #142956 AMSCO tooth base for Lorain 75	18.00	
	Telegram collect	.48	18.48
July 28	Invoice #4067, auto truck to Umatilla		
	1 #1114 Jeffrey chain, 42 links	48.30	48.30
	carried forward		1,271.34

STATEMENT

PORTLAND, OREGON._____192___

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

O.D. Wolfe,
Umatilla,
Oregon.

Remit in Portland or Chicago Exchange

1931

	Forward		1,271.34
July 29	Invoice #4108, expressed to Umatilla		
	1 #4997 dipper latch plate		14.95
	4 X4301 adjusting bolt	16.00	
	6 7/8x3" mach. cap screws	1.35	
	6 1/8x3" do.	1.85	
	Telegram collect	1.18	20.38
August 4	Invoice #4255, stage to Umatilla		
	4 #2597 dipper teeth	30.60	
	2 #3575 fan belts	3.90	
	Telegram collect	.66	35.16
August 5	Invoice #4286, stage to Umatilla		
	1 #4461B drive shaft pinion	58.55	
	1 #2954A drive shaft bushing	16.90	75.45
August 12	Invoice #4460, express to Umatilla		
	12 #03471 tread pins	15.00	
	12 #03462 tread pin washers	1.44	
	1 #G43692 greade gun nozzle	3.75	
	Telegram to Portland	.48	20.67
July 18	Invoice #3741, stage to Umatilla		
	1 #4461B drive pinion	58.55	
	50 3/4x2 C.S.head rivets	1.20	
	Telephone call to Portland	1.15	
	Special cartage to stage	.75	61.65
July 2	Invoice #3788, mailed to Umatilla		
	6 5/8x5 cotter keys	5.10	
	Postage	.23	5.33
July 28	Invoice #4469, mailed to Umatilla		
	1 #956 and #957 shanking dies	51.75	
	6 Dolly pins	34.50	
	Postage	1.18	87.43
	FOR Sharpening Tool		
August 15	Invoice #4517, mailed to Umatilla		
	12 5" silent chain pins	1.32	
	24 5" " " washers	.24	
	1 lb. rivets for X9183 lining	.50	
	1 " " " X130 "	.50	
	Postage	.19	2.75
August 19	Invoice #4602, stage to Umatilla		
	1 X3779 crank shaft	15.55	
	1 4323A driving disc assbld.	28.40	
	1 X3777 pinion	30.60	
	Special trip to stage	.75	
	Telephone to Portland	1.15	76.45
	carried forward		1,671.55

STATEMENT

PORTLAND, OREGON._____192___

FEENAUGHTY MACHINERY CO.

309-315 EAST YAMHILL STREET, CORNER EAST FIRST

O. D. Wolfe,
Umatilla,
Oregon.

Remit in Portland or Chicago Exchange

1931			
	Forward		1,671.56
Aug. 12	Invoice #4619, to Umatilla 2 Prepaid express charges on shovel parts, as charged on our invoice #4460, dated 8/12/31		.87
Aug. 19	Invoice #4608, mailed to Umatilla 6 1"x3" machine bolts with lock washers and hex nuts 6 7/8x3 do. Postage	1.98 .80 .45	3.23
Aug. 25	Invoice #4721, mailed to Umatilla 1 #370 piston complete 5 #619 pawl springs Postage FOR C. P. 10 Sinker Drill	22.00 .50 .21	22.71
Aug. 29	Invoice #4750, Rent on 10' Winner Grader Augustu 29th to Sept. 29-31	75.00	75.00
Aug. 11	Invoice #4751, Rent on I. R. Tool Sharpener 8/11/31 to 9/11/31		100.00
Sept. 11	Invoice #5010, Rental on I. R. Tool Sharpener 9/11/31 to 10/11/31		100.00
Sept. 20	Invoice #5159, stage to Hermiston 1 #4461B drive pinion Special cartage to stage	58.55 1.00	59.55
Sept. 29	Invoice #5268, Rental on 10' Winner Grader 9/29/ to 10/29/31		75.00
Oct. 11	Invoice #5518 Rental I. R. Tool Sharpener 10/11/31 to 11/11/31		100.00
	BALANCE		2,207.92

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

and to

STATE HIGHWAY ENGINEER OF THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN: that the undersinged Austin B. McCoy, doing business as the McCoy Auto Company, has a claim in the sum of $1529.14, as per the attached itemized statement against the bond taken from O. D. Wolf, as principal, and the Metropolitan Casualty & Insurance Company, as sureties on said bond, for material furnished the said O. D. Wolf and repairs made at the request of the said Ol D. Wolf upon equipment used by the said O. D. Wolf in the construction contract concerning which said bond was taken.

Said contract being for the construction of the Western Unit of the Umatilla-Sand Station Section of the Columbia River Highway, in Umatilla County, Oregon.

Austin B McCoy
Claimant

Subscribed and sworn to before me this 31 day of Oct. 1931.

Helen Blair
Notary Public in and for the State of Washington
Residing in Vancouver, County of Clark, therein.

Carburetors
Bosch Magneto and Radio
Thompson Valves
U. S. L. Batteries
McQuay-Norris Parts
Wheel and Rim Service
Auto-Lite Ignition

Third and Washington Streets
Telephone 404

McCOY AUTO COMPANY

Distributors for
Goodyear Tires and White Trucks
Accessories and Tire Repairing

Vancouver, Washington

October 24, 1931

Sold to O. D. WOLFE

			Dr.	Cr.
1931				
Apr. 22		E #8203 main leaves for Model 20 White F Spring	6.40	
May 23		1 C3359X Gear	24.00	
		1 G6794 Pinion	5.04	
		1 60½ T.C. Spider	7.80	
		1 54 7/8 TBC gasket	.03	
		1 D814X Fork	6.00	
		Postage	.44	
	31	1 Rebuilt Motor for Model 20 White	175.00	
June	3	1 064½ TBC Washer	.08	
		1 061½ O Washer	.08	
		1 067½ O Nut	.22	
		1 067½ GA Nut	.22	
		1 067½ GBB Nut	.36	
	5	1 A6812X Pawl	.60	
		1 A6812X Pawl used	.50	
	5	1 C6742 Axle	49.20	
	8	1 C742 Axle (63 White)	49.20	
		Messenger Charge	.50	
	8	1 C3359X Gear	24.00	
		4 A6794 Pinion	20.16	
		1 D814Y Fork	6.00	
		1 B4311 Gear	24.60	
		4 B4206X Bolt	3.36	
		1 54 7/8 TBC Gasket	.03	
		4 A6251X Nut	.15	
		Postage	.68	
		1 060½ TBC Spider used	3.90	
	10	26 gal gas (Put in)	3.12	
		2 quarts oil (new truck 5/31)	.40	
	16	1 E2801 Spring	12.60	
		Messenger Charge	.75	
	18	1 gal Lochead Brake Fluid	3.25	
		1 C6742X Axle	49.20	
	19	1 E2817 Spring	43.38	
	20	1 C6742 Axle	49.20	
		Prepaid Express Charges	1.10	
	21	2 D894X facing	4.80	
		20 S12X2 Rivets	.40	
		1 C3407 Gasket	.05	
		8 A1564X Washer	.16	
		8 0120½ E Washer	.32	
		Postage	.35	
	22	1 E2801 Spring assy	15.12	
		1 E2817 Spring assy	43.38	
		Prepaid Express Charges	5.55	
		Carried Forward	641.68	

THIRD AND WASHINGTON STREETS
TELEPHONE 404

CARBURETORS
MAGNETO AND RADIO
THOMPSON VALVES
U. S. L. BATTERIES
McQUAY-NORRIS PARTS
WHEEL AND RIM SERVICE
AUTO-LITE IGNITION

McCOY AUTO COMPANY

DISTRIBUTORS FOR
GOODYEAR TIRES AND WHITE TRUCKS
ACCESSORIES AND TIRE REPAIRING

VANCOUVER, WASHINGTON October 24, 1931

SOLD TO O. D. WOLFE

		Dr.	Cr.
1931	Brot Forward	641.68	
June 23	B1702 Pedal Assy.	1.74	
	Postage	.13	
	1 061 TBC Axle Shaft Salvage	10.80	
	Express Charges	1.00	
	1 Rear Spring Complete for 63 White	43.38	
24	1-1000 gal. used galvonized iron Tank with sprinkler fitting & valve	75.00	
	2 Pair 8 leaf overload springs for 63 White	78.00	
	8 U Clips	15.00	
	Prepaid Freight	2.18	
25	2 Ellis Air Cleaners Installed	31.00	
26	12-1224 Rear Studs	3.00	
	12-10702 Cap Nut	3.00	
	12-10709 Cap Nut	4.80	
	12-3/4 Hex Nuts	.60	
27	1-B4153X Latch	1.26	
	1-A6812XD Pawl	.60	
	1-B2846XA Sector	.66	
	1-B7289 Chain	14.40	
	1-B12853 Idler Assy	10.50	
	1-V562Y Spring	.60	
	Messenger Charge	.75	
29	1 XT Valve for Booster on Model 63 White	25.00	
29	4 2C 1912 Cap	2.40	
	4 FC 1666 Cap	1.40	
	Assemble Sprinkler Tank and fitting and load on truck for Umatilla Assemble part and fittings for installation of water pump on 20A White Send mechanic to Umatilla to assist in installation of pump & tank	105.34	
July 2	2 gal Lochead Brake Fluid	3.25	
6	1 B11280X Spring	.42	
	Postage	.13	
8	4 C4686YT Piston	10.80	
	4 A 3462V Pin	5.04	
	4 A 3465X Screw	.96	
	4 A 3460X Washer	.20	
	4 S 3x4 Nut	.12	
	4 B 5926X Ring	2.40	
	8 A 6199X Ring	2.40	
	4 A 4342X Bush	1.60	
	1 D 655X Gasket	.70	
	Carried Forward	1102.24	

CARBURETORS
MAGNETO AND RADIO
THOMPSON VALVES
U. S. L. BATTERIES
McQUAY-NORRIS PARTS
WHEEL AND RIM SERVICE
AUTO-LITE IGNITION

THIRD AND WASHINGTON STREETS
TELEPHONE 404

McCOY AUTO COMPANY

DISTRIBUTORS FOR
GOODYEAR TIRES AND WHITE TRUCKS
ACCESSORIES AND TIRE REPAIRING

VANCOUVER, WASHINGTON

SOLD TO O. D. WOLFE — October 24, 1931

		Dr.	Cr.
1931	Brot Forward	1102.24	
July 10	$1200 Fire & Theft Insurance on Model 51 #95522 Union Policy #515112	12.00	
	$1200 Fire & Theft Insurance on Model 51 #125396 Union Policy #515113	12.00	
	$500 Fire & Theft Insurance on Model 20 White #152398 Union Policy #515115	5.00	
	$500 Fire & Theft Insurance on Model 20 White #112795 Union Policy #515114	5.00	
	2 Front Main leaves for 63 White	7.50	
	2 Rear Main leaves for 63 White	16.00	
13	1-B 3145X Fork	3.24	
	1-00913½ B.H.	1.56	
	1-B914 GM Gear	21.60	
	1-C1311 Housing	11.40	
	1-A5742X Wire	.09	
	1-A5740X Nut	.54	
	1-S0911 GA Nut	.08	
	1-B2635 Flange	2.04	
	1-A5262X Pin	.04	
	Messenger Charge	.40	
11	1-B3414X Shaft	1.38	
	2-A5277X Bushing	.48	
18	2-6742 Axle	98.40	
	Messenger Charge	.40	
22	1-C3359X Gear		24.00
	4-A6794 Pinion Assy.		20.16
	1-D814X Ford		6.00
	4-B4306X Bolt		3.36
	4-A6251X Nut		.32
	1-67¼ DEE Washer		.08
	2-3064TBC Nut		.34
	2-67½ GA Nut		.44
	1-60½ TBC Spider		3.90
Aug. 4	1-C2430 Lever	9.90	
	4-124 GK Pin	3.20	
	8-A3882X Bush	1.92	
	8-A6181X Ring	2.00	
	4-4½X¼ Oil Ring	2.40	
	Messenger Charge	.40	
	Carried Forward	1321.21	58.60

CARBURETORS
MAGNETO AND RADIO
THOMPSON VALVES
U. S. L. BATTERIES
McQUAY-NORRIS PARTS
WHEEL AND RIM SERVICE
AUTO-LITE IGNITION

THIRD AND WASHINGTON STREETS
TELEPHONE 404

McCOY AUTO COMPANY

DISTRIBUTORS FOR
GOODYEAR TIRES AND WHITE TRUCKS
ACCESSORIES AND TIRE REPAIRING

VANCOUVER, WASHINGTON October 24, 1931

SOLD TO O. D. WOLFE

1931			Dr.	Cr.
	Brot Forward		1321.21	58.60
Aug. 17	4-550-19 D.E. Tire	92.40		
	4-550-19 D.E. Tube	17.00		
		109.40		
	Less 2-10% 20.78			
	Less Old Tube 10.02	30.80	78.60	
18	Adjust Brakes 8/17		2.00	
	1 Front Spring Complete for 51A White		10.80	
	1 Front Spring Complete for 63 White		15.25	
22	1-A 10509 Cone		8.18	
	1-C 5380 Pinion		27.00	
	1-D7312X Gear		48.00	
	Messenger Charge		.75	
24	1-C 6682 Pinion		27.00	
27	4-32x6 HDAWT 43.50	174.00		
	4-32x6 HD Tube 5.30	21.20		
	Less 10 & 10	195.20		
		37.08		
	Shipped direct by Goodyear via U.P. Stage		158.12	
29	1-C 4210 Spring		10.80	
	1-C 2859 Wheel		14.40	
	1-D 933X Gear		48.00	
	Messenger Charge		.25	
	1-E 2801 Spring		15.12	
Sept. 1	1-Bearing for TBC rear end and 315 pinions		9.31	
9	1-C 3301X Used Pinion Gear salvage stock		10.80	
11	Western Union Telegram from Wolfe at Umatilla ordering parts			
	8-14 charge		.38	
	8-27 charge		.48	
18	Cash			225.71
26	Credit to cancel charge Sept.9- Used Pinion gear salvage stock			10.80
28	Interest charge		17.80	
			1765.65	236.51
			1529.14	

To: State of Oregon, Hal E. Hoss as Secretary of State of said State of Oregon, and the State Highway Commission of the State of Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Stater Motor Co., Inc., an Oregon corporation with its principal place of business at Pendleton, Oregon, has a claim for labor performed and materials furnished in the sum of $500.00 against the bond taken from O. D. Wolfe, as principal, and The Metropolitan Casualty Insurance Company of New York, as surety, for the sum of $50,000.00 to secure the full and faithful observance by the said O. D. Wolfe of all the terms, conditions and provisions of that certain contract made and entered into by the said O. D. Wolfe and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the West Unit of the Willamette-Sand Station Section in Umatilla County on the Columbia River Highway, and which said contract is numbered 1293.

That hereto attached, marked Exhibit A, and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 3rd day of November, 1931.

STATER MOTOR CO., INC.

By _____
~~President~~ Secretary-Treasurer

Subscribed and sworn to before me this 3rd day of November, 1931.

_____
~~Notary Public~~ for Oregon

My Commission expires:
July 24 1934

To: State of Oregon, Hal E. Hoss as Secretary of State of said State of Oregon, and the State Highway Commission of the State of Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Stater Motor Co., Inc., an Oregon corporation with its principal place of business at Pendleton, Oregon, has a claim for labor performed and materials furnished in the sum of $500.00 against the bond taken from O. D. Wolfe, as principal, and The Metropolitan Casualty Insurance Company of New York, as surety, for the sum of $50,000.00 to secure the full and faithful observance by the said O. D. Wolfe of all the terms, conditions and provisions of that certain contract made and entered into by the said O. D. Wolfe and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the West Unit of the Willamette-Sand Station Section in Umatilla County on the Columbia River Highway, and which said contract is numbered 1293.

That hereto attached, marked Exhibit A, and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 3rd day of November, 1931.

STATER MOTOR CO., INC.

By _____
President Secretary-Treasurer

Subscribed and sworn to before me this 3rd day of November, 1931.

_____
Notary Public for Oregon

My Commission expires:
July 24 1934

EXHIBIT A.

Statement of Charges for Parts and labor performed for O. D. Wolfe.

1931				
June 10	S AE4405			.96
" "	1 fuel filter bowl	.25		
	1 fuel screen	.20		.45
" 15	Labor			
	2 half days & 2, 8 hr. days at Umatilla	20.00		
	Go to Umatilla 5-15-31			
	Install rear end 6-16-31 and overhaul rear end	26.50		
	Service car 4 trips. 45 mi. each way	20.00		
	Service car 2 trips 6-16	12.00	78.50	
	Parts:			
	1 AA7111 Shaft	.75		
	1 AA4207 A. R. gear	13.50		
	1 AA4609 Pinion	6.25		
	1 AA4630 bearing	.90		
	1 AA4035 gasket	.05		
	1 AA4628 bearing race	.45		
	1 AA7101 gear	3.40		
	1 AA7141 idler gear	3.25		
	1 AA7140 shaft	.40		
	1 AA4194B block	.20		
	1 AA4189 pin	.05		
	1 AA13007 D bulb	.35		
	1 A^13061 B lens	.25		
	1 A13025 reflector	.55		
	1 Aa4629 retainer	.05		
	2 AA4243 keys	.20		
	1 A$208400 hydraulic pump	42.00	72.60	151.10
June 17	Labor:			
	Repair tire	.50		
	Clean carburator	.50	1.00	
	Parts:			
	2 light bulbs	.70		
	1 air maze	5.50	6.20	
	8-34-7 exp. ply casings and tubes		121.90	129.10
June 18	Repair 2 tubes-labor			1.50
July 19	1 AA4235 shaft	5.00		
	1 AA208400 pump, Hyd	42.00		47.00
June 25 #4331780	Labor			
	To Umatilla and repair transmission and rear end	17.15		
	Service car 40 mi-1 way	6.00	23.15	
	Parts			
	1 AA7113 gear	13.00		
	1 AA7114 gear	3.25		
	1 AA7140 shaft	.40		
	1 AA7120 bearing	.35		
	1 AA4207A gear	13.50		
	1 AA4609 A pinion	6.25		
	1 AA4035D gasket	.05		
	2 AA4575 B Gaskets	10.	3690	

	½ gal gas to wash parts		.11	60.16
June 26	4 AA1134 nuts	.60		
	4 AA1135 nuts	.60		1.20
June 26	1 AA7113 cluster	13.00		
	1 AA7120 bearings	.35		
	1 AA8135 R. Rods	.25		
				13.55
June 30	4 AA2609 brake shoe	10.00		
	2 AA4235 E Axles	10.00		
	1 AA4055B gasket	.20		
	4 AA4515 B gasket	.20		
	1 AA7065 bearing	2.35		
	1 AA7080 retainer	.05		
	1 AA7140 shaft	.40		
	1 AA7141 gear	5.25		28.95
July 9	1 AA4530 bearing	.90		
	2 AA4207 A gears	27.00		
	2 AA4609 A pinions	12.50		40.40
July 20	1 AA8005 R. radiator			17.00
Aug. 16	1 AA7563 pressure plate	5.00		
	1 AA7561 hub	.45		
	1 AA7562 spring	.03		
	1 AA7550 plate	2.35		
	1 A7580B bearing	.80		8.63

Total Due. $500. 00

To: State of Oregon, Hal E. Hoss as Secretary of State of said State of Oregon, and the State Highway Commission of the State of Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Stater Motor Co., Inc., an Oregon corporation with its principal place of business at Pendleton, Oregon, has a claim for labor performed and materials furnished in the sum of $500.00 against the bond taken from O. D. Wolfe, as principal, and The Metropolitan Casualty Insurance Company of New York, as surety, for the sum of $50,000.00 to secure the full and faithful observance by the said O. D. Wolfe of all the terms, conditions and provisions of that certain contract made and entered into by the said O. D. Wolfe and the State Highway Commission on the 2nd day of May, 1951, which said contract is an agreement for the grading, surfacing and construction of the West Unit of the Willamette-Sand Station Section in Umatilla County on the Columbia River Highway, and which said contract is numbered 1293.

That hereto attached, marked Exhibit A, and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 3rd day of November, 1951.

STATER MOTOR CO., INC.

By C. C. STATER
Secretary & Treasurer

Subscribed and sworn to before me this 3rd day of November, 1951.
(SEAL)

J. A. CARNEY
Notary Public for Oregon
My Commission expires: July 24 1954

EXHIBIT A.

Statement of Charges for Parts and labor performed for O. D. Wolfe.

1951					
June	10	SA24406			.96
"	"	1 fuel filter bowl	.25		
		1 fuel screen	.20		.45
"	15	Labor			
		2 half days & 2, 8 hr. days at Umatilla	20.00		
		Go to Umatilla 6-15-51			
		Install rear end 6-16-51 and overhaul rear end	26.50		
		Service car 4 trips. 45 mi. each way	20.00		
		Service car 2 trips 6-16	12.00		78.50
		Parts:			
		1 Aa7111 Shaft	.75		
		1 AA4207 A. R. gear	13.50		
		1 AA4609 Pinion	6.25		
		1 AA4650 bearing	.30		
		1 AA4655 gasket	.05		
		1 AA4628 bearing race	.45		
		1 AA7101 gear	3.40		
		1 AA7141 idler gear	3.25		
		1 AA7140 shaft	.40		
		1 AA4194V block	.20		

	1 AA6180 pin	.05		
	1 AA15007 D Bulb	.55		
	1 AA15061 B lens	.25		
	1 AA15025 reflector	.55		
	1 An4629 retainer	.05		
	2 AA4243 keys	.20		
	1 An208400 hydraulic pump	42.00	72.80	151.10
June 17	Labor:			
	Repair tire	.50		
	Clean carburetor	.50	1.00	
	Parts:			
	2 light bulbs	.70		
	1 air mase	5.50	6.20	
	2-34-7 Exp. ply casings and tubes		121.90	129.10
June 18	Repair 2 tubes-labor			1.50
July 19	1 AA4255 shaft	5.00		
	1 AA208400 pump, Hyd	42.00		47.00
June 25				
#4551780	Labor			
	To Umatilla and repair transmission and rear end	17.15		
	Service car 40 mi-1 way	6.00	23.15	
	Parts			
	1 AA7113 gear	15.00		
	1 AA7114 gear	5.25		
	1 AA7140 shaft	.40		
	1 AA7120 bearing	.35		
	1 AA4207A gear	13.50		
	1 AA4609 A pinion	6.25		
	1 AA4055D gasket	.05		
	2 AA4575 B Gaskets	10.	36.90	
	½ gal gas to wash parts		.11	60.16
June 26	4 AA1154 nuts	.60		
	4 AA1155 nuts	.60		1.20
June 26	1 AA7113 cluster	15.00		
	1 AA7120 bearings	.35		
	1 AA6133 R. Rods	.25		15.55
June 30	4 AA2609 brake shoe	10.00		
	2 AA4255 E Axles	10.00		
	1 AA4055D gasket	.20		
	4 AA4515 B gasket	.20		
	1 AA7065 bearing	2.35		
	1 AA7080 retainer	.05		
	1 AA7140 shaft	.40		
	1 AA7141 gear	5.25		28.95
July 9	1 AA4650 bearing	.90		
	2 AA4207 A gears	27.00		
	2 AA4609 A pinions	12.50		40.40
July 20	1 AA8005 B. radiator			17.00
Aug. 14	1 AA7565 pressure plate	5.00		
	1 AA7561 hub	.45		
	1 AA7562 spring	.05		
	1 AA7550 plate	2.35		
	1 A7580B bearing	.80		8.65
		Total Due.....		$500.00

Endorsed: File No. 1033
Filed November 5, 1951
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Stater Motor Company, Inc. for labor and materials furnished in the sum of $500.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the West Unit of the Willamette-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract No. 1293, with the original notice filed in the office of the Secretary of State on November 5, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of November, A. D. 1931.

Hal E. Hoss

Secretary of State

H. W. KELLEY C. D. KELLEY

KELLEY BROS.

HERMISTON, OREGON

RECEIVED
NOV 14 1931
OREGON
STATE HIGHWAY COMMISSION

Nov.12,1931.

To The State Highway Commission of
The State of Oregon
and to
The State Highway Engineer of
The State of Oregon;

Notice is Hereby Given; That the undersigned, H. W. Kelley and C.D.Kelley, doing business as Kelley Bros. has a claim as per attached itemized statement in the sum of $4029.86, against the bond taken from O.D.Wolfe as principle and the Metropolitan Casualty Insurance Company of New York, as surety on said bond, for labor and material furnished said O.D.Wolfe as contract entered into by and between said O.D.Wolfe and Kelley Bros. dated July 2nd, 1931.

Said contract being for construction on the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

Kelley Bros.
By H W Kelley
By C D Kelley
Claimants.

STATE OF OREGON)
) ss.
County of Umatilla)

Be it remembered that on this 12th day of November 1931, before me, the undersigned, a Notary Public personally appeared the within H.W. Kelley and C.D. Kelley who are known to me to be the identically persons described herein and acknowledged to me that they executed the forgoing of their own free will.

Notary Public for Oregon

My commission expires March 12th 1935.

O.D.Wolfe

In account with KELLEY BROS.

1931.
Sept.11 to 23.

Gravel topping-3902 yds. at 25¢		$ 975.50
Hauling gravel-6805 yd.mi.at 16¢		1088.80
Stripping gravel pit.671 yd.at 20¢		134.20
Hauling stripping material, 627.8 yd.mi.at 16¢		100.45
Force account		244.78
10% due from Aug.11 estimate		774.93
10% due from Sept.11 estimate		870.26
Overcharge on Sept.11 estimate (shovel	$100.00	
(water wagon	24.00	
(water rent	4.00	128.00
Labor paid Wolfe truck drivers		54.50
Gas and oil for Wolfe trucks		71.21
Sept. 18 and 19. Thos. Gregory, Blademan 14 hrs.		7.88
Total		$4450.51

Credits

Sept. 10 to 23.

Water wagon, 8 hrs. at $3.00	$ 24.00
Grader and cat, 56½ hrs.at $3.00	169.50
Wolfe trucks, Hauling	227.15
Total	430.65
Balance due	$ 4029.86

Itemized statement of labor paid to Wolfe truck drivers

Sept. 4	J.Allen	$ 1.00
Sept.11	W.T.Peck	3.25
Sept.11	M.R.Stewart	3.00
Sept.23	Herman Norton	9.25
Spet.23	Roy Ramble	13.50
Sept.29	Steve Hottsch	1.00
Sept 23	W.F.Norquist	7.50
Oct.6	W.F.Norquist	6.75
Oct.15	Ben Spencer	5.75
Oct.20	Paul Lee	1.50
	Total	$ 54.50

Wolfe Trucks, Sept.10 to 23.

Truck No.17.		
537½ yd.mi.	$ 75.25	
136 gal.gas		$ 25.26
1 qt.oil		.20
Truck No.18		
1085 yd.mi.	151.90	
243 gal.gas		44.95
4 qt.oil		.80
Totals.	$227.15	$ 71.21

Kelley Brothers, Hermiston, Oregon

-vs-

O. D. Wolfe, and Metropolitan Casualty Insurance Company

Affidavit to Oregon State Highway Commission:

State of Oregon)
(ss
County of Multnomah)

I, C. D. Kelley, being first duly sworn, on my oath depose and say:

That the contracting firm of Kelley Brothers at Hermiston, Oregon, consists of one H. W. Kelley and this affiant, copartners; that on May 2, 1931, O. D. Wolfe entered into a contract designated State Highway Contract No. 1293, with the State of Oregon for the construction and improvement of 6.41 miles of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon; that on the 2nd day of July, 1931, the said O. D. Wolfe and the said Kelley Brothers entered into a sub-contract wherein it was agreed that said Kelley Brothers should and would perform certain portions of the work and supply stipulated portions of the materials for the completion of said contract No. 1293; that said Kelley Brothers entered promptly upon the performance of said sub-contract and performed labor and supplied materials for the prosecution of such work in accordance and in full compliance with the plans and specifications of said contract No. 1293; that on the 23rd day of September, 1931, said Kelley Brothers completed said work, and on said date there was and now is due said Kelley Brothers for said labor and materials the total balance and sum of $4,450.51, less credits and set-off in the total sum of $430.65, or in the total net balance of $4029.86; that said net balance of $4,029.86 has not been paid, nor any part thereof, and the same is now due and owing to said Kelley Brothers, to-wit: to said H. W. Kelley and said C. D. Kelley, said copartners.

Further affiant sayeth naught.

C. D. Kelley

Subscribed and sworn to before me, a Notary Public, this 8th Day of April, A. D. 1932.

R. Rumstad

Notary Public for Oregon

My commission expires: June 29-1934

RECEIVED
NOV 14 193
OREGON
STATE HIGHWAY COMMISSION

Nov. 13-1931

State Highway Dept.
Salem Ore

#1293

Dear Sirs: In regard to work done for ~~Hoff~~ Wolf on Umatilla Sand station Columbia River Highway I have not received payment on the concrete work amounting to about $85.00 As I am badly in need of the money wish you would please advise me how soon I might expect a settlement

W.E. Kennedy
Hermiston Ore.

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Oregon.
Nov. 12, 1932.

TO THE OREGON STATE HIGHWAY COMMISSION.

#1293

State of Oregon)
) ss.
County of Multnomah)

I, J. A. Denn, being first duly sworn, depose and say; that I am the president of the Oregon Powder Company, a corporation organized and existing under and by virtue of the laws of the State of Oregon; that between the 9th day of May, 1931 and the 4th day of September, 1931, inclusive, the Oregon Powder Company furnished to O. D. Wolfe, at his special instance and request, powder and powder supplies for which there is due, owing and unpaid the sum of $6100.98, together with requisite interest, an itemized statement of said account being attached and made a part hereof; that said material were bought for and used upon contract No. 1293 and is known as the West Unit of Umatilla-Sand Station Section of the Columbia River Highway; said contract was completed and accepted on September 25, 1931, O. D. Wolfe being the general contractor.

Based upon the above facts the Oregon Powder Company desires a certified copy of the original bond and contract.

Dated this 19th day of November, 1931.

J. A. Denn.

Subscribed and sworn to before me on the date last above mentioned.

Ernest W. Parkinson
Notary Public for Oregon.
My. Comm. expires Nov. 22, 1932.

...LA, OREGON

May 9	500 lbs. 60% Special Dynamite	$15.17 c	75.85	
	500 lbs. #70 Quarry Special	14.17 c	70.85	
	50 - 4 ft. #6 Electric Caps	7.85 c		
		less 10%	3.54	
	50 - 6 ft. #6 Electric Caps	8.70 c		
		less 10%	3.91	
	50 - 8 ft. #6 Electric Caps	9.55 c		
		less 10%	4.30	
	50 - 10 ft. #6 Electric Caps	10.40 c		
		less 10%	4.68	
	500 ft. Single Lead Wire 10 lbs.	.75	7.50	
	1000 Number 6 Caps	16.05 M		
		less 10%	14.45	185.08
May 9	5 lbs. Connecting Wire	.75	3.75	
	1 #3 Blasting Machine	35.00	35.00	
	1000 ft. Black Sequoia Fuse	7.95 M		
		Less 10%	7.16	45.91
May 11	2000 lbs. 40% Giant Extra	12.54 c	250.80	250.80
May 25	8000 lbs. #40 Quarry Special	13.17 c	1053.60	
	1000 - 6 #6 Electric Caps	8.70 c		
		Less 10%	78.30	1131.90
June 4	2000 lbs. #40 Quarry Special	13.17 c	263.40	
	1000 No. 6 Caps	16.05 M		
		Less 10%	14.44	277.84
June 11	500 lbs. 60% Extra Powder	15.17	75.85	
	9500 lbs. #40 Quarry Special	13.17	1251.15	1327.00
June 26	6 lbs. Connecting Wire	.75	4.50	
	500 - 10 ft. Electric Caps	10.40 c		
		Less 10%	46.80	
	1 Galvanometer	15.00	15	66.30
July 14	1 #3 Blasting Machine	35.00	35	
	6 lbs. Connecting Wire	.75	4.50	39.50
July 21	500 lbs. 60% Giant Extra	14.54	72.70	
	1500 lbs. #40 Quarry Special	12.54	188.10	260.80
July 25	5000 lbs. #70 Special Quarry	13.54	677.00	
	1000 - 10 ft. #6 E. B. Caps	10.40 c		
		Less 10%	93.60	
	5 lbs. Connecting Wire	.75	3.75	774.35
Aug. 5	750 ft. Single Lead Wire 13.81	.75	10.35	
	1000 - 4 ft. #6 E. B. Caps	7.85 c		
		Less 10%	70.65	
	1500 - 6 ft. #6 Electric Caps	8.70 c		
		Less 10%	117.45	
	500 lbs. 60% Giant Extra	14.54	72.70	
	4000 lbs. #70 Quarry Special	13.54	541.60	812.75
				$ 5172.23

30

31

	BALANCE BROT FORWARD			$5172.23
Aug. 13	10 lbs. Connecting Wire	.45	4.50	
	Postage		.34	4.84
Aug. 21	Repair on 1 #3 Blasting Machine P 3591		4.47	4.47
Aug. 14	2000 lbs. #70 Quarry Special	14.17	283.40	
	500 lbs. 60% Giant Extra	15.17	75.85	
	250 - 6 ft. #6 Electric Caps	8.70 c		
		Less 10%	19.58	378.83
Sppt. 1	1000 ft. Black Sequoia Fuse	7.95 c		
		less 10%	7.16	
	750 - 6 ft. Electric Caps	8.70 c		
		less 10%	58.73	
	500 No. 6 Caps	16.05 M		
		less 10%	7.22	73.11
Sppt. 4	2000 lbs. #70 Quarry Special	13.54 c	406.20	
	250 - 8 ft. #6 Electric Caps	9.55 c		
		less 10%	21.49	
	750 - 4 ft. #6 Electric Caps	7.85 c		
		less 10%	52.99	
	500 No. 6 Caps	16.05 M		
		less 10%	7.22	
	500 lbs. 60% Giant Extra	14.54	72.70	560.60
				6194.08
Sept. 22	Credit Cash			93.10
				6100.98

TO THE OREGON STATE HIGHWAY COMMISSION.

State of Oregon)
) ss
County of Multnomah)

I, J. A. Denn, being first duly sworn, depose and say; that I am President and Manager of the Oregon Powder Company, a corporation organized and existing under and by virtue of the laws of the State of Oregon; that between 11th day of June, 1931, and the 26th day of August, 1931, inclusive, the Oregon Powder Company sold and delivered to Biggs and Halleyburton, a partnership, at their instance and request certain goods wares and merchandise, to wit:- Explosives and Explosive supplies, an itemized statement for which is attached hereto and made a part hereof, and for which there is still due, owing and unpaid the principal sum of $1079.42, together with requisite interest thereon at the rate of 6% per annum until paid; that said materials were purchased for and used upon Oregon State Highway Commission Contract No. 1294, and known as the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway Project; that said project was completed and accepted on the 19th day of September, 1931; and lastly, that the Portland Sand and Gravel Company was the original Contractor thereon, Biggs and Halleyburton, the aforesaid partnership, being subcontractors thereunder.

Based upon the above the Oregon Powder Company desires a certified copy of the original contract and its accompanying bond.

Dated this 18th day of December, 1931.

J. A. Denn.

Subscribed and sworn to before me this 18th day of December, 1931.

Fred W Cockrell
Notary Public for Oregon.
My Comm. expires Nov. 2nd, 1932.

BIGGS & HALLEYBURTON

1931					
June 11	1200 lbs.	60% Giant Extra	C$15.17	189.63	
	750 lbs.	#40 Quarry Special	13.17	98.78	
	50 - 18 ft.	#6 E. B. Caps	13.80	6.90	
	50 - 16	do	12.95	6.48	
	50 - 12	do	11.25	5.63	
	50 - 8	do	9.55	4.78	312.20
Aug 3	50 - 6 ft.	#6 E. B. Caps	8.70	4.35	
	50 - 4	do	7.85	3.93	
	50 - 8	do	9.55	4.78	13.06
June 26	5000 lbs.	#40 Quarry Special	13.17	658.50	
	1000 lbs.	60% Giant Extra	15.17	151.70	
	250 - 8 ft.	#6 E. B Caps	9.55-5%	22.68	
	250 - 6	do	8.70-5%	20.66	
	100 - 16	do	12.95-5%	12.30	
	100 - 10	do	10.40-5%	9.88	
	100 - 6	Number 6 Caps	16.05-5%	15.25	
	100 - 4 ft.	#6 E. B. Caps	7.85-5%	7.46	898.43
					1223.69
Sept. 18	Credit Memorandum for powder returned				
	1150 lbs.	#40 Quarry Special	12.54		144.21
					1079.48

STATE OF OREGON)
) ss AFFIDAVIT
COUNTY OF MULTNOMAH)

CHARLES R. GROSS, of lawful age, being first duly sworn, deposes and says: That he is ~~DISTRICT MANAGER / ASSISTANT DISTRICT MANAGER~~ or (DISTRICT ACCOUNTANT) of the UNION OIL COMPANY OF CALIFORNIA, a corportation, and as such ~~DISTRICT MANAGER / ASSISTANT DISTRICT MANAGER~~ or (DISTRICT ACCOUNTANT) is duly authorized to make this Affidavit for and on behalf of the said Corporation; That he is familiar with the account of the O.D.WOLFE---------- ---------- with the said UNION OIL COMPANY OF CALIFORNIA and that all of the facts connected with said account are within his knowledge; that said account as represented by the attached itemized statement is true and correct; that there is now due, owing and unpaid on said account from said O.D.WOLFE---------- ---------- the sum of $8009.94; that no part of said sum has been paid.

C. R. Gross

Subscribed and Sworn to before me this 21st day of November 1931.

C. L. Brown

NOTARY PUBLIC IN AND FOR COUNTY OF Multnomah, STATE OF OREGON

My Commission expires May 30, 1933

FORM 150 R SPEC. P. 3-31 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

602-621 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT, MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JB 30 P K 1
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$ _____

DATE 193—	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
		BALANCE FORWARD—				
JUNE	1931					
4	20	GAS	14½	2 90		
4	230	GAS	14½			
	25	DARK PIN	08¾	35 54		
4	75	GAS	14½	10 88		
4	120	GAS	14½	17 40		
4	10	GAS	14½	1 45		
3	10	GAS	14½	1 45		
3	55	GAS	14½	7 98		
3	25	GAS	14½	3 63		
3	277	GAS	14½			
	52.8	P P 50	64½	74 23		
2	85	GAS	14½			
	1	MOLL GATE FCT 1	25			
	228.7	MRITE WM GR	46	26 75		
2	55	GAS	14½	7 98		
23	10	GAS	17½	1 75		
23	270	GAS	17½	47 25		
27	170	GAS	17½	29 75		
27	90	GAS	17½	15 75		
27	30	GAS	17½	5 25		
27	5	KERO	19½	98		
26	30	GAS	17½	5 25		
26	230	GAS	17½			
	10	ALAC ICE	49	45 15		
26	165	GAS	17½	28 88		
26	125	GAS	17½	21 88		
30	145	GAS	18	26 10		

DATE PAID _____

CHECK NO. _____

AMOUNT _____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 180 R SPEC. P. 8-31 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

402-621 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT, MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K A 1293
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 193____	DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
	BALANCE FORWARD—				
JUNE 1931					
2	289 GAS	14½			
	92.90 P P 40	61½	74 45		
2	85 GAS	14½	12 33		
1	265 GAS	14½			
	10 CUP 4	11½	39 61		
1	10 HI PRESS	13½	1 33		
1	55 GAS	14½	7 98		
1	107 GAS	14½	15 52		
5	100 GAS	14½	14 50		
5	70 GAS	14½	10 15		
5	10 GAS	14½	1 45		
5	185 GAS	14½	26 83		
6	21 GAS	14½			
	10 P P 40	61½	9 20		
6	115 GAS	14½	16 68		
6	227 GAS	14½			
	25 GRAPHITE 3	09½	35 36		
6	30 GAS	14½	4 35		
6	10 GAS	14½	1 45		
5	190 GAS	14½			
	10 HI PRESS	13½			
	10 CUP 4	11½	29 96		
11	10 GAS	14½	1 45		
11	125 GAS	14½			
	25 HI PRESS	12½	21 19		
11	95 GAS	14½	13 78		
11	14 GAS	14½	2 03		

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 150 R SPEC. P. 9-31 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

608-621 YEON BUILDING

PHONE
ATWATER 8521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT, MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1 1293
UMATILLA OREGON 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 193—	DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
	BALANCE FORWARD—				
JUNE 1931					
10	110 GAS	14½	15 95		
10	25 GAS	14½	3 63		
10	231 GAS	14½			
	10 P P 80	78½			
	10 HI PRESS	13	42 68		
9	248 GAS	14½	35 96		
9	5 ALAS ICE	49	2 45		
9	25.7 P P 50	64½	16 38		
15	125 GAS	12½	15 63		
15	311 GAS	12½			
	25 HI PRESS	12½	41 94		
15	126 GAS	12½	21 75		
30	LIQ GR	12			
17	10 GAS	14½	1 45		
12	179 GAS	14½			
	53.8 P P 50	64½			
	5 ALAS ICE	59	63 61		
12	140 GAS	14½			
	29.2 WHITE WM GR	46	33 73		
12	9 GAS	14½	1 30		
12	43 GAS	14½	6 53		
12	300 GAS	14½	43 50		
16	93 GAS	12½	11 88		
16	164 GAS	12½			
	10 ALAC ICE	49			
	25 BARK PIN	69½	27 59		

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 180 R SPEC. P. 3-31 100M
PRINTED IN U.S.A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

605-621 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE

JOB 30 P K 1 1293

UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 193___	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
JUNE	1931	BALANCE FORWARD—				
17	125	GAS	12½	15 63		
17	150	GAS	12½			
	54.2	P P 60	67½	55 33		
16	118	GAS	12½			
	3	ALAS ICE	59	16 52		
19	85	GAS	12½	10 63		
19	299	GAS	12½	37 38		
19	30	GAS	12½	3 75		
20	211	GAS	18			
	53	P P 50	64½			
	25	CUP 4	09½	74 61		
20	50	GRA WHITE	09½	4 63		
22	140	GAS	18	25 20		
22	30	GAS	18	5 40		
22	250	GAS	18	45 00		
22	155	GAS	18	27 90		
25	10	P P 50	64½	6 45		
25	185	GAS	17½			
	10	P P # 6	78½	40 23		
25	15	GAS	17½	2 63		
24	115	GAS	17½	20 13		
24	35	GAS	17½			
	175	GAS	17½			
	25	CUP 4	09½	33 07		
24	140	GAS	17½	24 50		
23	70	GAS	17½	12 25		
24	35	GAS	17½	6 13		

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil thereof, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 150 R SPEC. P. 5-31 100M
PRINTED IN U.S.A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

502-521 YEON BUILDING

PHONE
ATWATER 0521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1295
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$ _____

DATE 193—	DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
	BALANCE FORWARD—				
JUNE	1931				
30	10	GAS	18	1 80	
29	55	KERO	19½	10 73	
29	245	GAS	18	44 10	
29	145	GAS	18	26 10	
29	55	GAS	18	9 90	
27	55	GAS	17½		
	53.4	P P 50	62½	43 01	
JULY	1931				
6	115	GAS	17½	20 13	
6	15	GAS	17½	2 63	
6	120	GAS	17½	21 00	
6	8	GAS	17½	1 44	
6	192	GAS	17½	33 60	
6	301	GAS	17½		
	49.2	P P 60	65½	98 91	
3	3	BLACK OIL	30½	1 53	
2	52.3	WHITE 40	41	21 44	
2	342	GAS	17½		
	25	DARK PIN	08	62 04	
2	45	GAS	17½	7 88	
2	10	GAS	17½	1 75	
2	55	GAS	17½	9 63	
2	25	DARK PIN	08½	2 19	
1	140	GAS	17½	24 50	
1	155	GAS	17½	27 13	
9	60	GAS	18		
	28.8	WHITE WM GR	46	24 05	
9	145	GAS	18	26 10	2120 0

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 150 R SPEC. P. 8-31 10044
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

502-521 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1293
UMATILLA ONE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 32	DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
	BALANCE FORWARD—				2120 80
JULY 1931					
5	53.3 MERE EX HVY	56	29 85		
9	70 GAS	18	12 60		
9	115 GAS	18	20 70		
6	55 GAS	18	9 90		
6	65 GAS	18	11 70		
8	56 GAS	18			
	53.9 P P 60	65½	45 21		
8	200 GAS	18	36 00		
8	25 GRAPHITE 30	10½	2 56		
8	120 GAS	18	21 60		
7	160 GAS	17½			
	30 CUP 4 GR	06½	32 38		
7	90 GAS	17½	15 75		
7	105 GAS	17½			
	52.8 P P 60	65½	52 96		
11	100 GAS	18	18 00		
13	30 GAS	18	5 40		
13	168 GAS	18	30 24		
13	185 GAS	18	33 30		
13	65 GAS	18	11 70		
13	15 GAS	18	2 70		
13	213 GAS	18	38 34		
11	10 GAS	18	1 80		
10	305 GAS	18			
	10 ALAS ICE	59			
	25 DARK PIN	08½	62 99		
10	150 GAS	18			
	25 GRAPHITE 3	10½	29 56		

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

Form 180 R Spec. P. 3-31 100M
PRINTED IN U.S.A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

502-521 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT, MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1293
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$ _____

DATE 193_	DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
JULY	1951	BALANCE FORWARD—			
10	68 GAS	18	12 24		
11	170 GAS	18	30 60		
11	150 GAS	18	27 00		
11	185 GAS	18			
	10 P P WM GA	78½	41 15		
18	ADJ PRICE 7/7 INV 4034		52		
18	ADJ PRICE 7/7 INV 4033		45		
18	ADJ PRICE 7/7 INV 4032		80		
16	120 GAS	18	21 60		
16	95 GAS	18	17 10		
16	240 GAS	18	43 20		
15	110 GAS	18	19 80		
15	110 GAS	18	19 80		
15	110 GAS	18	19 80		
15	140 GAS	18	25 20		
15	10 GAS	18	1 80		
14	125 GAS	18	22 50		
14	139 GAS	18	25 02		
14	170 GAS	18	30 60		
14	20 HI PRESS	13½	2 65		
20	185 GAS	18	33 30		
20	267 GAS	18	48 06		
20	121 GAS	18	21 78		
20	40 GAS	18	7 20		
20	215 GAS	18			
	51.2 MEZE X HWY	56	67 38		
19	55 GAS	18	9 90		

DATE PAID _____

CHECK NO. _____

AMOUNT _____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 150 R SPEC. P. 2-31 100M
PRINTED IN U.S.A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

502-531 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE

JOB 30 P K 1293

UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$ _____

DATE 193—	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
		BALANCE FORWARD—				
JULY 1931						
16	10	GAS	17½	1 75		
16	70	GAS	18	12 60		
16	125	GAS	18			
	5	BLACK OIL	29½			
	1	WATER PUMP	50	24 48		
16	1	MILL GATE FCT 1	50			
	1	REDUCER	20	1 70		
17	165	GAS	18	29 70		
17	190	GAS	18	34 20		
17	145	GAS	18	26 10		
23	80	GAS	18	14 40		
23	52.5	P P 60	67½			
	10.5	MEZE LT	41	39 75		
23	45	GAS	18	8 10		
23	155	GAS	18	27 90		
23	105	GAS	18	18 90		
23	55	GAS	18	9 90		
22	20	BALL ROLL LT	21½	4 30		
22	85	GAS	18			
	1	MOLL GATE ECT	75	16 05		
22	55	GAS	18	9 90		
22	225	TRANSL	07			
	25	BALL ROLL LT	19½	20 63		
22	270	GAS	18	48 60		
22	70	GAS	18	12 60		
22	135	GAS	18	24 30		
22	65	GAS	18	11 70		
22	10	GAS	18	1 65		

DATE PAID _____

CHECK NO. _____

AMOUNT _____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 150 R SPEC. P. 9-31 100M
PRINTED IN U.S.A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

608-621 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE

JOB 30 P K 1293

UMATILLA ORE 35

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

AMOUNT HEREWITH

$ _____

DATE 193_	DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
JULY		BALANCE FORWARD—			
1931					
21	140 GAS	18	25 20		
21	170 GAS	18	30 60		
21	170 GAS	18	30 60		
21	15 GAS	18	2 70		
21	40 GAS	18	7 20		
27	120 GAS	18	21 60		
27	75 GAS	18	13 50		
27	50 GAS	18			
	25 DK PIN	08¾	11 19		
27	225 GAS	18	40 50		
27	103 GAS	18	18 54		
27	105 GAS	18	18 90		
27	110 GAS	18	19 80		
27	110 GAS	18	19 80		
25	15 GAS	18	2 70		
25	10 GAS	18	1 80		
25	105 GAS	18	18 90		
25	130 GAS	18	23 40		
25	95 GAS	18	17 10		
24	75 GAS	18			
	25 P P 50	64½			
	1 WATER PUMP	50	30 13		
24	105 GAS	18			
	5 BL OIL	29½			
	25 GRAPHITE	10¾	23 07		
24	125 GAS	18	22 50		
24	75 GAS	18	13 50		

DATE PAID _____

CHECK NO. _____

AMOUNT _____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 180 R SPEC. P. 8-31 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

PHONE
ATWATER 8521

608-631 YEON BUILDING

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1293
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 193—	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
		BALANCE FORWARD—				
JULY	1931					
29	234	GAS	18	42 12		
29	90	GAS	18			
	25	GRAPHITE 3	10¼	18 76		
29	140	GAS	18	25 20		
29	25	HI PRESS	12¾	3 19		
28	5	GAS	18	90		
28	155	GAS	18			
	54.1	P P 50	61⅓	61 18		
28	320	GAS	18	57 60		
28	97	GAS	18	17 46		
31	2	WATER PUMP GR	50¾			
	5	CUP 3 GR	11¾	1 61		
31	255	GAS	18			
	15	P P 50	64⅓	55 56		
31	52.6	P P 60	67¼	35 51		
30	291	GAS	18	52 38		
30	95	GAS	18	17 10		
30	130	GAS	18	23 40		
30	30	GAS	18	5 40		
AUG	1931					
3	15	GAS	18	2 70		
5	60	GAS	18	10 80		
5	165	GAS	18	29 70		
5	180	GAS	18	32 40		
5	170	GAS	18	30 60		
5	50	BALL ROLL LT	18½	9 25		

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 150 R SPEC. P. 3-31 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

PHONE ATWATER 9521

602-621 YEON BUILDING

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE

JOB 30. P K 1293

UMATILLA ORE 35

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

AMOUNT HEREWITH

$_____

DATE 193__	DESCRIPTION	CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
	BALANCE FORWARD—			
AUG 1931				
4	100 GAS 18	18 00		
1	200 GAS 18	36 00		
1	100 GAS 18	18 00		
6	62 GAS 18	11 16		
6	95 GAS 18	17 10		
6	165 GAS 18	29 70		
6	200 GAS 18	36 00		
3	157 GAS 18	28 26		
3	130 GAS 18	23 40		
3	45 GAS 18	8 10		
3	328 GAS 18	59 04		
1	145 GAS 18	26 10		
1	315 GAS 18			
	51.8 BXB P P 60 67½	91 67		
1	85 GAS 18	15 30		
1	20 GAS 18	3 60		4974 53
12	CASH		700 00	
8	52.9 P P 60 67½	35 71		
8	53.3 P P 60 67½	35 98		
8	90 GAS 18			
	25 P P 50 64½			
	5 CUP 0 12½			
	10 CUP 0 11¾	34 15		
8	210 GAS 18	37 80		
8	75 GAS 18			
	25 CUP 0 12½	16 69		
8				

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of all therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

NOTICE—This statement not good to support claim for refund of motor vehicle fuel license tax.

FORM 150 R SPEC. P. 9-30 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE
602-621 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O O WOLFE
JOB 30 P K 1295
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 193—	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
AUG 1931		BALANCE FORWARD—				
8	198	GAS	18			
	25	GRAPH 3	11¼	38 46		
8	110	GAS	18	19 80		
7	150	GAS	18	27 00		
7	55	GAS	18	9 90		
7	55	GAS	18	9 90		
7	40	GAS	18	7 20		
10	100	GAS	18	18 00		
10	55	GAS	18	9 90		
10	260	GAS	18	46 80		
10	100	GAS	18	18 00		
10	185	GAS	18	33 30		
10	26	GAS	18	4 68		
10	25	GRAPH 3	11¼			
	25	DK PIN	9½	5 27		
13	40	GAS	18	7 20		
13	110	GAS	18	19 80		
13	½	IN MOLASSES GATE 1 70				
	53.3	P P 50	64½	36 08		
13	235	GAS	18	42 30		
13	80	GAS	18	14 40		
13	120	GAS	18	21 60		
13	105	GAS	18	18 90		
12	125	GAS	18	22 50		
12	326	GAS	18	58 68		
11	110	GAS	18	19 80		
11	120	GAS	18	21 60		
11	320	GAS	18	57 60		

DATE PAID_____
CHECK NO._____
AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil thereon, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

FORM 150 R SPEC. P. 8-50 100M
PRINTED IN U. S. A.

ST[illegible]MENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

PHONE
ATWATER 9531

602-621 YEON BUILDING

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O O WOLFE
JOB 30 P K 1295
UMATILLA ORE 35

AMOUNT HEREWITH

$_____

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

DATE 193—	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
AUG	1931		BALANCE FORWARD—			
11	25	GAS	18	4 50		
11	35	GAS	18	6 30		
11	120	GAS	18	21 60		
11	110	GAS	18	19 80		
17	110	GAS	18	19 80		
17	247	GAS	18	44 46		
17	80	GAS	18	14 40		
17	10	ALAS ICE	49	4 90		5159 29
15	210	GAS	18			
	50	DK PIN	7½	41 68		
15	125	GAS	18			
	53.6	P P 50	64½	57 07		
15	165	GAS	18			
	50	DK PIN	7½	33 22		
15	50	GAS	18			
	XX	XX X				
15	15	KERO	18½			
	228	TRANS	7½	28 31		
14	15	GAS	18	2 70		
14	235	HI PRESS	9½	22 55		
14	65	GAS	18	11 70		
14	250	GAS	18	45 00		
14	130	GAS	18			
	53.6	AR E M	44			
	5	BLOCK OIL	29½	48 46		
14	80	GAS	18	14 40		
20	50	GAS	18	9 00		
20	246	GAS	18	44 28		
20	80	GAS	18	14 40		
20	150	GAS	18	27 00		
20	19	GAS	18	3 42		

DATE PAID_____
CHECK NO._____
AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

FORM 150 R SPEC. P. 9-30 100M
PRINTED IN U. S. A.

ST MENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

603-621 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1293
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 1931	DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
19	155 GAS BALANCE FORWARD	18	27 90		
19	137 GAS	18	24 66		
19	105 GAS	18	18 90		
19	51.6 P P 60	67½			
	10 M RIVIEW GR	58	40 63		
18	8 GAS	18	1 44		
18	55 P P 50	64½	35 48		
18	50 GAS	18	9 00		
18	160 GAS	18	28 80		
18	80 GAS	18	14 40		
18	145 GAS	18			
	10 P P 50	64½	32 55		
18	130 GAS	18			
	20 GRAPH 3	12½	25 65		
28	GREASE PUMP		11 40		
24	366 GAS	18	65 88		
24	205 GAS	18			
	20 GRAPH 3	11½	39 15		
24	15 GAS	18	2 70		
22	25 GAS	18	4 50		
22	45 GAS	18	8 10		
22	20 GAS	18	3 60		
22	236 GAS	18	42 48		
22	65 GAS	18			
	20 GRAPH 3	11½	13 95		
22	112 GAS	18	20 16		
21	246 GAS	18	44 28		
21	70 GAS	18	12 60		
21	166 GAS	18			
	88.5 P P 50	64½	63 74		

DATE PAID_____
CHECK NO._____
AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil thereon, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

FORM 150 R SPEC. P. 9-30 100M
PRINTED IN U. S. A.

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Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

PHONE
ATWATER 9521

502-521 YEON BUILDING

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT, MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1293
UMATILLA ORE 35

AMOUNT HEREWITH

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

$_____

DATE 193—	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
AUG	1931	BALANCE FORWARD—				
27	442	GAS	18			
	53	P P 50	18	114 00		
26	85	GAS	18	15 30		
26	60	GAS	18	10 80		
26	96	GAS	18	17 28		
26	60	GAS	18			
	15	P P 40	61½	20 08		
26	153	GAS	18	27 54		
26	150	GAS	18	27 00		
25	152	GAS	18	27 36		
25	237	GAS	18	60 66		
31	50	GAS	18	9 00		
31	367	GAS	18	66 06		
30	433	GAS	18			
	25	GR NO 4	10½	80 50		
29	292	GAS	18	52 56		
28	35	GAS	18	6 34		
28	486	GAS	18			
	52.9	AR EX H	41	189 53		
SEP	1931					
3	307	GAS	18	55 26		
2	175	GAS	18	31 50		
2	105.3	P P 60	67½			
	225	TRANS	07			
	18	ALAS ICE	59	92 73		
1	221	GAS	18			
	1	WATER PUMP	50	40 28		
10	299	GAS	18	53 82		
10	10	P P 40	61½	6 15		
9	10	GAS	18			
	1	P P 40	68½	3 17		

DATE PAID_____

CHECK NO._____

AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil thereto, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

FORM 150 R SPEC. P. 9-30 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

502-521 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1293
UMATILLA ORE RR
35

AMOUNT HEREWITH

$_____

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

DATE		DESCRIPTION		CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
SEP	1931		BALANCE FORWARD	18		
9	40	GAS		13 68		
	35	KERO		79 39		
9	441	GAS		9 90		
8	55	GAS		41 58		
8	231	GAS		3 20		
8	190	GAS		1 80		
8	10	GAS		10 80		
8	60	GAS		27 00		
7	150	GAS		27 18		
7	151	GAS		2 70		
5	15	GAS				
5	260	GAS				
	1	MOLASSES GATE	1 50			
	52.1	P P 60	65½			
	10	CUP O	10¾	83 51		
5	177	GAS		31 86		
5	50	GAS		9 00		
4	188	GAS		33 84		
14	5	GAS		90		
14	359	GAS		64 62		
12	259	GAS		46 44		
12	105	GAS		18 90		
11	18	GAS		3 24		
11	371	GAS				
	53.7	P P 40	61½			
	5	M RIE WM GR	67½	103 16		
23	1	SING TRIPP 8/14		1 50		
23	2	SING TRIPS 8/14		3 00		
23	SUPPLIES			2 25		

DATE PAID_____
CHECK NO._____
AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

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O. D. Wolfe

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FORM 150 R SPEC. P. 9-30 100M
PRINTED IN U. S. A.

STATEMENT

Union Oil Company of California

Producers and Refiners of Petroleum

PORTLAND DISTRICT OFFICE

603-621 YEON BUILDING

PHONE
ATWATER 9521

PORTLAND, OREGON

TERMS OF SALE: 30 DAYS NET FROM DATE OF SHIPMENT. MONTHLY ACCOUNTS PAYABLE ON OR BEFORE 10TH OF MONTH FOLLOWING DELIVERY. NO CASH DISCOUNT ALLOWED. OVERDUE ACCOUNTS SUBJECT TO LEGAL RATE OF INTEREST.

O D WOLFE
JOB 30 P K 1293
UMATILLA ORE 35

AMOUNT HEREWITH

$_____

YOUR CANCELLED CHECK IS YOUR RECEIPT.
DETACH AND RETURN WITH REMITTANCE TO OUR LOCAL OFFICE.

DATE 193—	DESCRIPTION			CHARGES	CREDITS	LAST AMOUNT IS BALANCE DUE
		BALANCE FORWARD—				
SEP	1931					
17	270	GAS	17	46 92		
16	331	GAS	18	59 58		
15	324	GAS	18			
	10	P P 40	61½			
	10	M RITE 30	35	67 97		
17	CASH				500 00	
21	55	GAS	18	9 90		
21	10	GAS	18	1 80		
19	235	GAS	18			
	5	P P 50	68½	45 75		
23	9	GAS	18	1 62		
23	75	GAS	18	13 50		
22	165	GAS	18	29 70		
OCT	1931					
1	IR PAY 9/17/31 SCR 678086			500 00		
	1	SING TRIPP 8/28		1 50		8009 94

DATE PAID_____
CHECK NO._____
AMOUNT_____

Iron Drums and Barrels are for transportation purposes only and not to be held for storage. They remain the property of Union Oil Company of California until paid for, and it is agreed, and is a condition of the sale and delivery of oil therein, that all containers not returned in good order within a reasonable time are to be paid for at our prevailing quoted market price. Shipping receipts showing numbers on plates of containers returned must be sent to this office to secure proper credit.

UNION OIL COMPANY OF CALIFORNIA

1293.

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Section of

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O. D. Wolfe

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MATERIALMAN'S CLAIM.

Project No. 1375-------- Contract No. 1293.

To the Oregon State Highway Commission:

Notice is hereby given that the undersigned, the Oregon Powder Company, has a claim for materials furnished, to wit: explosives and explosive supplies, an itemized statement of which is attached hereto and made a part hereof, in the sum of $6100.98, together with interest thereon at 6% per annum from the due date(30 days after delivery) of the several items of the said claim until paid, against the bond of O. D. Wolfe, original contractor and principal,(now deceased), and The Metropolitan Casualty Insurance Company of New York, surety, for the work designated as Project No. 1375, Contract No. 1293, and known as the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County: said materials were purchased for and used upon said contract by O. D. Wolfe and the aforesaid sum represents the unpaid balance therefor.

Dated this 23rd day of November, 1931.

OREGON POWDER COMPANY.

by J. A. Denn,
President.

State of Oregon)
) ss
County of Multnomah)

I, J. A. Denn, being first duly sworn, depose and say; that I am the president of the Oregon Powder Company and that the aforesaid statement of claim is true as I verily believe.

J. A. Denn.

Subscribed and sworn to this 23rd day of November, 1931.

Fred W. Parkman
Notary Public for Oregon.
My Comm. expires Nov. 23nd, 1932.

1931				
May 9	500 lbs. 60% Special Dynamite	$15.17 c	75.85	
	500 lbs. #70 Quarry Special	14.17 c	70.85	
	50 - 4 ft. #6 Electric Caps	7.85 c		
		less 10%	3.54	
	50 - 6 ft. #6 Electric Caps	8.70 c		
		less 10%	3.91	
	50 - 8 ft. #6 Electric Caps	9.55 c		
		less 10%	4.30	
	50 - 10 ft. #6 Electric Caps	10.40 c		
		less 10%	4.68	
	500 ft. Single Lead Wire 10 lbs.	.75	7.50	
	1000 Number 6 Caps	16.05 M		
		less 10%	14.45	185.08
May 9	5 lbs. Connecting Wire	.75	3.75	
	1 #3 Blasting Machine	35.00	35.00	
	1000 ft. Black Sequoia Fuse	7.95 M		
		Less 10%	7.16	45.91
May 11	2000 lbs. 40% Giant Extra	12.54 c	250.80	250.80
May 25	8000 lbs. #40 Quarry Special	13.17 c	1053.60	
	1000 - 6 #6 Electric Caps	8.70 c		
		Less 10%	78.30	1131.90
June 4	2000 lbs. #40 Quarry Special	13.17 c	263.40	
	1000 No. 6 Caps	16.05 M		
		Less 10%	14.44	277.84
June 11	500 lbs. 60% Extra Powder	15.17	75.85	
	9500 lbs. #40 Quarry Special	13.17	1251.15	1327.00
June 26	6 lbs. Connecting Wire	.75	4.50	
	500 - 10 ft. Electric Caps	10.40 c		
		Less 10%	46.80	
	1 Galvanometer	15.00	15	66.30
July 14	1 #3 Blasting Machine	35.00	35	
	6 lbs. Connecting Wire	.75	4.50	39.50
July 21	500 lbs. 60% Giant Extra	14.54	72.70	
	1500 lbs. #40 Quarry Special	12.54	188.10	260.80
July 25	5000 lbs. #70 Special Quarry	13.54	677.00	
	1000 - 10 ft. #6 E. B. Caps	10.40 c		
		Less 10%	93.60	
	5 lbs. Connecting Wire	.75	3.75	774.35
Aug. 5	750 ft. Single Lead Wire 13.81	.75	10.35	
	1000 - 4 ft. #6 E. B. Caps	7.85 c		
		Less 10%	70.65	
	1500 - 6 ft. #6 Electric Caps	8.70 c		
		Less 10%	117.45	
	500 lbs. 60% Giant Extra	14.54	72.70	
	4000 lbs. #70 Quarry Special	13.54	541.60	812.75
				$ 5172.23

Aug. 13	10 lbs. Connecting Wire	.45	4.50	
	Postage		.34	4.84
Aug. 21	Repair on 1 #3 Blasting Machine P 3591		4.47	4.47
Aug. 14	2000 lbs. #70 Quarry Special	14.17	283.40	
	500 lbs. 60% Giant Extra	15.17	75.85	
	250 - 6 ft. #6 Electric Caps	8.70 c		
		Less 10%	18.58	378.83
Sept. 1	1000 ft. Black Sequoia Fuse	7.95 c		
		less 10%	7.16	
	750 - 6 ft. Electric Caps	8.70 c		
		less 10%	58.73	
	500 No. 6 Caps	16.05 M		
		less 10%	7.22	73.11
Sept. 4	3000 lbs. #70 Quarry Special	13.54 c	406.20	
	250 - 8 ft. #6 Electric Caps	9.55 c		
		less 10%	21.49	
	750 - 4 ft. #6 Electric Caps	7.85 c		
		less 10%	52.99	
	500 No. 6 Caps	16.05 M		
		less 10%	7.22	
	500 lbs. 60% Giant Extra	14.54	72.70	560.60
				6194.08

Sept. 22	Credit Cash	93.10
		6100.98

O. C. HALL

E. L. WILSON

C. C. HALL, ATTORNEY
109 CITIZENS BANK BUILDING
114½ GRAND AVENUE
PHONE EAST 6116

PORTLAND, OREGON

December 2nd 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, A.C. Haag & Company, has a claim for materials, supplies and repairs in the sum of $144.20 against O.D. Wolfe and against the bond taken from the Metropolitan Casualty Company of New York for the work of improving the Columbia River Highway in Umatilla County, Umatilla Sand Station Section, West unit 6.41 miles of grading, known as Project No. 1375, Contract No. 1293.

Yours very truly,

A.C. HAAG & COMPANY

By J. H. Green

STATE OF OREGON)
) ss
County of Multnomah)

I, J.H. Greene, being first duly sworn, depose and say that I am the local manager of A.C. Haag & Co. Inc., a corporation, with offices in the City of Portland, Oregon. That O.D. Wolfe is indebted to A.C. Haag & Co., in the sum of $144.20 for materials, supplies and repairs on that certain contract between the State of Oregon Highway Commission and O.D. Wolfe, known as Contract No. 1293, Project No. 1375, for the improvement of the Columbia River Highway in Umatilla County, Umatilla-Sand Station Section, West Unit - 6.41 Mi. Grading. That no part of said amount of $144.20 has been paid. The whole amount is now due and unpaid. That the last material was furnished August 4th 1931. That I make this affidavit for the purpose of obtaining a copy of the contract and bond in the above contract.

Dated this 26th day of November, 1931.

J.H. Greene

Subscribed and sworn to before me this 26th day of November, 1931.

Notary Public for Oregon

PORTLAND
169 EAST SIXTH STREET
PHONE EAST 2366

STATEMENT

SALEM
690 FERRY STREET
PHONE 210

A. C. HAAG & CO.

"Where Quality Meets Confidence"

CLETRAC TRACTORS, HEAVY DUTY IMPLEMENTS
and ROAD MACHINERY
HAAG COMMERCIAL POWER HOISTS

MACHINING, REPAIRING and WELDING

PORTLAND, OREGON

Mr. O. D. Wolfe

Washougal, Wash.

May	26	Inv. #16266	7.60
	31	Inv. #16346	5.08
June	2	Inv. #16368	6.05
	6	Inv. #16436	20.70
	16	Inv. #16618	5.74
	25	Inv. #16663	23.37
July	1	Inv. #16770	30.18
	21	Inv. #17049	35.80
	24	Inv. #17137	.23
Aug.	4	Inv. #17245	9.45
			$144.20

SALEM, ORE.
690 Ferry St.
Phone 210

...ust 4 19 31

...ur Order No. Wire

No. 17245

Open

...ia Stage

	PRICE	EXTENSION
	.17	3.40
	.23	4.60
	.10	1.00
	.01	.20
		9.20
		.25
		$9.45

PORTLAND, ORE.
103 E. 6th St.
Phone EAst 3535

SALEM, ORE.
695 Ferry St.
Phone 340

INVOICE

A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE

PORTLAND, OREGON

August 4 19 31

Your Order No. Wire

Sold to O. D. Wolfe
Umatilla,
Oregon

No. 17245

Shipped to Same

Terms Open

Shipped via Stage

QUANTITY	PART NUMBER		PRICE	EXTENSION
20	36006	Packing	.17	3.40
20	35999	Ring	.23	4.60
10	36005	Plate	.10	1.00
20	36000	Spring	.01	.20
				9.20
		Stage Mess.		.25
				$9.45

PORTLAND, ORE.
100 E. 6th St.
Phone EAst 3565

INVOICE

A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE

PORTLAND, OREGON

SALEM, ORE.
650 Ferry St.
Phone 340

July 24 19 31

Your Order No.

Sold to O. D. Wolfe
Umatilla,
Oregon

No. 17137

Shipped to Same

Terms Open

Shipped via ~~Call~~

QUANTITY	PART NUMBER	RE	PRICE	EXTENSION
1	37533	Cover		.23

PORTLAND, ORE.
100 E. 6th St.
Phone East 3000

INVOICE
A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE
PORTLAND, OREGON

SALEM, ORE.
600 Ferry St.
Phone 210

July 20 19 31

Your Order No. Tucker

No. 17049

Sold to Mr. O. D. Wolfe
Umatilla,
Oregon

Shipped to Same

Terms Open

Shipped via Auto Freight

QUANTITY	PART NUMBER	RE	PRICE	EXTENSION
8	36045	Wheel-plain	2.30	18.40
6	36044	Wheel-flanged	2.90	17.40
				$35.80

PORTLAND, ORE.
100 E. 9th St.
Phone East 3000

INVOICE

A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE

PORTLAND, OREGON

SALEM, ORE.
600 Ferry St.
Phone 640

Juen 29 19 31

Your Order No. Wire

Sold to Mr. O. D. Wolfe
Umatilla.
Oregon

No. 15770

Shipped to Same

Terms Open

Shipped via Express

QUANTITY	PART NUMBER	RE	PRICE	EXTENSION
2	36045	Wheel-plaing	4.00	8.00
4	36044	Wheel-flanged	4.60	18.40
14	36006	Packing	.17	2.38
				$28.78
		Prepaid Express		1.40
				$30.18

PORTLAND, ORE.
100 E. 9th St.
Phone East 3360

INVOICE

A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE
PORTLAND, OREGON

SALEM, ORE.
[illegible] Ferry St.
Phone [illegible]

June 23 19 31

Sold to O. D. Wolfe
Umatilla,
Oregon

Your Order No. Wire

No. 16663

Shipped to Same

Terms Open

Shipped via Consolidated

QUANTITY	PART NUMBER		PRICE	EXTENSION
1	7-ft	Scraper blade OS		17.50
		Rivets OS		.35
1	Piece	Steel 1/2" x 4" x 5' OS		2.00
20	36006	Packing	.17	3.40
				$23.25
		Postage		.12
				$23.37

PORTLAND, ORE.
100 E. 6th St.
Phone EAst 3333

INVOICE
A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE
PORTLAND, OREGON

SALEM, ORE.
280 Ferry St.
Phone 340

June 13 19 31

Your Order No. Wire

Sold to O. D. Wolfe
Umatilla,
Oregon

No. 16618

Shipped to Same

Terms Open

Shipped via P. P.

QUANTITY	PART NUMBER	RE	PRICE	EXTENSION
2	P55	Scraper repair 08	2.75	5.50
		Postage		.24
				$5.74

PORTLAND, ORE.
100 E. 6th St.
Phone East 3808

INVOICE
A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE
PORTLAND, OREGON

SALEM, ORE.
[illegible] Ferry St.
Phone [illegible]

June 4 19 31

Sold to O. D. Wolfe
Umatilla.
Oregon

Your Order No. Wire

No. 16436

Shipped to Same

Terms Open

Shipped via Auto Freight

QUANTITY	PART NUMBER	RE		PRICE	EXTENSION
2	Pr.	Scraper shoes 8"(Special)	OS	10.00	20.00
		Prepaid Freight			.70
					$20.70

PORTLAND, ORE.
100 E. 6th St.
Phone EAst 3936

INVOICE
A. C. HAAG & COMPANY, INC.

SALEM, ORE.
[illegible]
Phone [illegible]

CLETRAC SALES AND SERVICE
PORTLAND, OREGON

June 1 19 31

Sold to Mr. O. D. Wolfe
Umatilla,
Oregon

Your Order No. Wire

No. 16368

Shipped to Same

Terms Open

Shipped via Stage

QUANTITY	PART NUMBER	RE	PRICE	EXTENSION
1	Pr.	7 ft. Scraper shoes OS		5.00
		Stage Mess.		.25
				$5.25
		Prepaid Stage		.80
				$6.05

PORTLAND, ORE.
100 E. 6th St.
Phone EAST 3000

INVOICE

A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE

PORTLAND, OREGON

SALEM, ORE.
600 Ferry St.
Phone 310

May 29 19 31

Sold to Mr. O. D. Wolfe
Umatilla, Oregon

Your Order No.

No. 16346

Shipped to Same

Terms Open

Shipped via

QUANTITY	PART NUMBER		PRICE	EXTENSION
1	Pair	7-ft. Scraper shoes RE OS		5.00
2		Bolts OS	.04	.08
				$5.08

PORTLAND, ORE.
100 E. 6th St.
Phone Elliot 0000

INVOICE
A. C. HAAG & COMPANY, INC.

CLETRAC SALES AND SERVICE
PORTLAND, OREGON

SALEM, ORE.
000 Ferry St.
Phone 000

May 26 19 31

Your Order No. Roy

Sold to Mr. O. D. Wolfe
Umatilla,
Oregon

No. 16266

Shipped to Same

Terms Open

Shipped via Greene

QUANTITY	PART NUMBER	RE		PRICE	EXTENSION
4	36006	Packing		.17	.68
4	35999	Plate		.23	.92
2		Spring	OS	2.00	4.00
3		Eyebolt	OS	.50	1.50
1		Spring	OS		.50
					$7.60

#1293

Brightwood, Oregon.
December 18, 1931

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Last September I completed a shovel job on the Wallulla Cut-off, a sub under Kelly Bros., on the O. D. Wolfe contract. To date I have not received my final payment, consisting of approximately $900.00. I would appreciate very much to know if the semi-final payment has been made on this job, and what prodedure is necessary on my part to assure me of this money.

I would also like to know if I am within my rights in requesting from the Resident Engineer, the yardage in my job.

Thanking you in advance for the above information, I am,

Very truly yours,
Lester J. Gill
Lester J. Gill

$8,767.72 - Semi-Final being held.
$2,352.98 - Final - out for Sig. on Dec. 11, 1931

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, Axel Newman, being first duly sworn depose and say that I was employed by O. D. Wolfe as a laborer at the rate of $4.50 per day and that I performed work, labor and services on behalf of said Mr D. Wolfe on a state highway near Umatilla, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $18.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has failed and refused to pay; that I make this affidavit to secure a certified copy of the bond and contract of O. D. Wolfe from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Axel Newman

Subscribed and sworn to before me this 31 day of December, 1931

Charles R. Elmy
Notary Public for Ore.

My commission expires 5/5/35.

NOTICE OF CLAIM

TO: THE STATE OF OREGON, and
HAL E. HOSS, Secretary of State:

NOTICE IS HEREBY GIVEN that the undersigned claimant, Albert C. Pounder, has a claim for labor and services performed in the sum of Two Hundred Eighteen and 88/100 --Dollars ($218.88)--against the bond taken from O. D. Wolfe as principal, and Metropolitan Casualty Insurance Company as surety, for the work of grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293; that the claimant performed the labor and services for the sub-contractor, Kelly Brothers; that the amount of this claim is the amount remaining due the claimant from the said Kelly Brothers, sub-contractor, and O. D. Wolfe, contractor.

Dated this 31st day of December, 1931.

(sgd) Albert C. Pounder

Original of this was returned to U. S. Fidelity & Guaranty Company, on Jan. 16, at their request, so that original could be filed with Secr State.

RECEIVED
JAN 19 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon
16 January 1932

To STATE OF OREGON,
HAL E. HOSS, Secretary of State,
STATE HIGHWAY COMMISSION OF OREGON,
O D WOLFE and
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK
a corperation

NOTICE IS HEREBY GIVEN, that the undersigned, CONCRETE PIPE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies furnished, consisting principally of concrete pipe, labor and other materials in the sum of $4252.40 furnished between the first day of March, 1931 and the 19th day of September, 1931, both dates inclusive, together with interest from the 19th day of September, 1931, against the bond of O D Wolfe as principal, and The Metropolitan Casualty Insurance Company of New York as surety, for the work of the principal in connection with the construction of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, State Highway Contract No. 1293.

CONCRETE PIPE COMPANY

By C. L. Smith
Vice President

PROOF OF CLAIM

In the Matter of the claim against O. D. Wolfe, deceased.

To State Highway Commission,
Salem, Oregon.

State of Oregon,
County of Multnomah. } ss.

I, Arthur Stewart one of the duly appointed, qualified and acting officers of the Mac Marr Stores, Inc., being first duly sworn depose and say that O. D. Wolfe in his lifetime ordered from the MacMarr Store No. 1144 at Pendleton, Oregon, groceries and supplies in the sum of $581.87 for the use and which were used on that certain road job on the John Day Highway near Ukia, the same being, as this affiant believes, Project No. 1375, Contract No. 1293, on the Columbia River Highway in Umtilla County, Umatilla Sand Station , Section West Unit 6.41 Miles of grading; that the MacMarr Store No. has made demand for said sum of $581.87, but the demand therefor has been refused; that there is no offset to this claim and the same is a just claim and should be paid; that O. D. Wolfe and/or the Metropolitan Casualty Insurance Company of New York, his bondsman, is entitled ~~[illegible]~~ liable for this claim and the whole thereof.

Dated this 27th day of January, 1932.

Arthur Stewart

Subscribed and sworn to before me this 27th day of January, 1932.

Thos. P. Scott
Notary Public for the State of Oregon.
My commission expires: MY COMMISSION EXPIRES JAN. 6, 1934

SEAL

The MacMarr Stores, Inc., for a good and valuable consideration in hand paid to it by the Safeway Stores, Inc., do hereby sell, assign and transfer all its right, title and interest in and to said claim against O. D. Wolfe and/or the Metropolitan Casualty Company to the Safeway Stores, Inc., and does hereby authorize the Safeway Stores, Inc., to take the necessary legal steps to effect collection of same.

Dated this 27th day of January, 1932.

MACMARR STORES, INC.

By Arthur Stewart

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that J. G. Pearson, as the sole proprietor of the Black & White Garage of Hermiston, Oregon, has a claim for labor performed and materials furnished in the sum of $96.00 against the bond taken from O. D. Wolfe, as principal and The Metropolitan Casualty Insurance Company of New York, as surety, for the sum of $50,000, to secure the full and faithful observance by the said O. D. Wolfe of all the terms, conditions and provisions of that certain contract made and entered into by the said O. D. Wolfe and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the West Unit of the Umatilla-Sand Section in Umatilla County, on the Columbia River Highway, and which said contract is numbered 1293.

That hereto attached marked Exhibit A, and by reference in all of its parts made a part hereof is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 11 day of Jebry, 1932.

J. G. Pearson
As sole proprietor of Black & White Garage

Subscribed and sworn to before me this 11 day of Jebry, 1932.

H. Swanson
Notary Public for Oregon

My commission expires: Jan 13, 1935

EXHIBIT A

O. D. WOLFE

To

BLACK & WHITE GARAGE

1931			
Aug.	4	Oxygen & material 3.25 labor 4xxx hr. at $1.25	8.25
	5	Oxygen & material .75 labor .95	1.70
	2	Labor to fit piston pin & bushing and weld spring leaves-2 hrs. at 1.25	2.50
		Oxygen & material	.25
	6	Oxygen & Material .65 labor .45	1.10
	10	8-⅜" nuts	.04
		4 type H plugs	3.00
		2 springs .20 2 hose clamps .20	.40
	12	4 AC plugs 3.00 12 Zerk fittings 1.20	3.20
	13	2-30x3½ tubes	2.30
	16	Oxygen & Material 2.10 welding oil pan on White Truck 3.15	5.25
	15	Reface valves	.65
	15	Oxygen & Material .35 labor .95	1.30
	10	Labor to make wrench	.65
	12	Labor on oil pan .65 oxygen & material .45 solder .10	1.20
	9	Oxygen & material 5.65 labor welding pan on White & Ford tail gate 5.00	10.65
	7	Shafting .25 Labor 1.80	2.05
	18	1 tin repair .75 1-6 in. boot .75	1.50
	19	gasket cement	.25
	19	1 gallon gas	.22
	20	Tire change & valve stem	1.50
	22	Express	.72
	24	1 # 2 boot .35 tube repair .40	.75
	24	1 can Valve grinding compound	.35
	27	2 ⅜ bolts & nuts	.38
	24	Labor on valves	.65
	21	4-211 pistons at 4.15	16.60
	21	4 piston finish .60	2.40
		4 piston pins at .95	3.80
		4 bushings at .40	1.60
		8 piston rings at .30	2.40
		4 oil rings at .60	2.40
		labor 9.35 at $1.25	12.00
	28	4 coil points .60 Ford battery 7.85	8.45
		17 nuts .20 6 hack saw blades 2.10	2.30
	29	2 tire changes 1.50 1 tire boot .35	1.85
	29	1 tire change	1.00
	29	12 gal. gas	2.64
	28	Oxygen & material 2.85 Car to camp 1.50 labor 4.40	8.75
	30	13-⅜ x 1½ bolts	1.56
		13 ⅜ in. nuts	.4o
		13 ⅜" lock washers	.15
	19	Oxygen & Material .60 gasket material .50 6 qts. Hyvis oil 2.10 labor 1.90	5.10

	1931			
Aug.	29	13-½ x 1½ bolts & nuts 1.56 Oxygen & material 1.95 Iron 1.25		4.76
		Labor		1.60
Sep.	1	1 tire change		.50
	5	3 tire changes 3.00 1 # 3 boot .45		3.45
	5	2 # 2 boots .70 1 4½ boot .40		1.10
	1	Oxygen & material 1.85 car 18 mi. 2.00 labor welding tank 4.10		7.95
	6	6-3/8 x 3/4 cap screws		.30
		8-5/8 x 1 cap screws		.42
	7	Turn crank shaft-labor		6.90
	8	18 piston rings 3.00 labor 6.15		9.15
	8	Car to camp 2.00 Oxygen & material 5.95 labor 3.75		9.70
	9	11 lbs. white rags		1.65
	11	Telephone call		.25
	12	Freight on block		.75
	12	2½ in. x 4 bolts & nuts		.44
		2-7/16 x 4 " "		.34
		tire change		.75
		Labor on thrust collar		.95
	17	6 AC plugs 4.50 tire change .50		5.00
	17	1-550 x 19 tube		2.60
	18	Tire boot & tire change		2.00
		6 AC plugs	4.50	
	19	4 AC plugs 3.00 2 cans Stopleak 1.50		4.50
		12-5/16 washers .15 12-3/8 washers .15		.30
		12-7/16 washers .25 12-1/2 in. Washers .25		.50
		12-5/8 washers .36 12-3/4 washers .60		.96
		6-3/8 x 1½ bolts .42 6-3/8 nuts .10		.52
		6 AC plugs		4.50
	22	2 batteries at 7.85		15.70
		Battery rental		1.00
	23	1 battery		7.85
	23	Door glass put in		6.25
	24	Frt. on empty tanks		1.25
	23	30 lbs. iron at .08 2.40 1-3/4 x 3 cap screw & nut .35 4-7/16 x 4 cap screws & nuts .~~xx~~ .68 2-½ x 2 cap screws & nuts .28 Labor making trailer hitch & bumper bracket 8.75		12.46
	15	Labor on tappets		.95
	19	2-½ x 2½ bolts .30 1-3/8 x 2½ bolt .10 labor 3.45		3.85
	21	Oxygen & material 1.55 labor 1.90		3.45
	21	Oxygen & material .35 labor .45		.80
		Total		$253.77
Oct.	10	Paid on account		157.77
		Balance due		$96.00

State of Oregon and the State Highway Commission.
Oregon.

Notice is hereby given that the undersigned, W. E. Kennedy, has a claim for concrete construction in the sum of $19.20 against the bond taken [illegible] and Metropolitan Casualty Co., of New York, [illegible] for the work of constructing the Umatilla Sand [illegible] of Columbia Highway contract [illegible].

Dated at Umatilla, Oregon,
Jan., 28, 1932.

W. E. Kennedy

for labor furnished between May 1, 1931 and August 1, 1931, together with interest from the 1st da y of September, 1931, against O D Wolfe as principal and the Metropolitan Casualty and Insurance Company of New York as surety, in connection with the work of the principal in the construction of the Umatilla-Sand Point Section of the Columbia River Highway in Umatilla County, Oregon, State Highway Contract No.1293.

That on account of said claim there has been paid a total of $189.10, leaving a balance of $90.90 with interest from the aforesaid 1st day of September, 1931.

Conrad Bezel

Portland, Oregon, April 9, 1932

To STATE OF OREGON
HAL HOSS, Secretary of State
STATE HIGHWAY COMMISSION OF OREGON
O D WOLFE and
THE METROPOLITAN CASUALTY INSURARNCE COMPANY OF NEW YORK,
a corporation

NOTICE IS HEREBY GIVEN, that the undersigned, CONRAD BESEL,, 209 East 82d Street North, Portland, Oregon, has a claim for labor in the amount of $220.00 and for extra labor in the amount of $60.00, making a total of $280.00 for labor furnished between May 1, 1931 and August 1, 1931, together with interest from the 1st da y of September, 1931, against O D Wolfe as principal and the Metropolitan Casualty and Insurance Company of New York as surety, in connection with the work of the principal in the construction of the Umatilla-Sand Point Section of the Columbia River Highway in Umatilla County, Oregon, State Highway Contract No.1293.

That on account of said claim there has been paid a total of $189.10, leaving a balance of $90.90 with interest from the aforesaid 1st day of September, 1931.

Conrad Besel

United States of America

STATE OF OREGON

H. A. [redacted]
Attorney and Counselor
Suite 1008 Corbett Building
Portland, Oregon
Atwater 3345

August 6, 1931.

Hal Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned H. B. Thomas has a claim for wages in the sum of $600.90, against the bond taken by O. D. Wolfe, as principal, for work, labor and services performed as foreman on a hourly wage, said work, labor and services performed partly as straight time and a portion thereof being performed in excess of eight hours per day, from May 10, 1931, up to and including July 22, 1931, for the construction of a State Highway for a distance of five or six miles from Umatilla Oregon toward Wallowa, Oregon.

Said O. D. Wolfe has a contract for said constructions for said sand and gravel road as above set forth and the purpose of this notice is to secure a certified copy of such a contract and bond.

Yours very truly,

H. B. THOMAS

Subscribed and sworn to before me this 6 day of August, 1931.

(SEAL)

LOUIS V. LUNDBURG
Notary Public for Oregon
My commission expires 11-19-32

LVL:C

Endorsed: File No. 966
Filed August 8, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by N. B. Thomas for wages furnished in the sum of $600.90 against the bond taken from O. D. Wolfe, principal, for labor performed in connection with the construction of a State Highway between Umatilla and Wallowa, Oregon, with the original notice filed in the office of the Secretary of State on August 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of August, A. D. 1931.

Hal E. Hoss

Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by M. B. Thomas for wages furnished in the sum of $600.90 against the bond taken from O. D. Wolfe, principal, for labor performed in connection with the construction of a State Highway between Umatilla and Wallowa, Oregon, with the original notice filed in the office of the Secretary of State on August 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon this 10th day of August, A. D. 1931.

Hal E. Hoss

Secretary of State

BY C. M. Hughes DEPUTY

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

AND TO

THE STATE HIGHWAY ENGINEER OF THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN: That the undersigned Austin B. McCoy, doing business as the McCoy Auto Company has a claim as per the attached itemized statement, in the sum of $1529.14, against the bond taken from O. D. Wolf, as principal and the Metropolitan Casualty & Insurance Company, as sureties on said bond, for material furnished the said O. D. Wolf and repairs made at the request of the said O. D. Wolf upon equipment used by the said O. D. Wolf in the construction contract concerning which said bond was taken.

Said contract being for the construction of the Western Unit of the Umatilla-Sand Station Section of the Columbia River Highway, in Umatilly County, Oregon.

AUSTIN B. MC COY
Claimant.

Subscribed and sworn to before me this 4 day of November, 1931.

(SEAL)

HELEN BLAIR
Notary Public in and for the State of Washington Residing in Vancouver, County of Clark, therein.

Endorsed: File No. 1052
Filed November 5, 1931
HAL E. HOSS,
Secretary of State.

Third and Washington Streets
Telephone 404

McCOY AUTO COMPANY

Vancouver, Washington

Sold to O. D. WOLFE — October 24, 1931

1931		Dr.	Cr.
Apr. 22	2 #6205 main leaves for Model 20 White F Spring	8.40	
May 25	1 C5559X Gear	24.00	
	1 C6794 Pinion	5.04	
	1 60½ T. C. Spider	7.80	
	1 54 7/8 TBC gasket	.05	
	1 D614X Fork	6.00	
	Postage	.44	
31	1 Rebuilt Moter for Model 20 White	175.00	
June 3	1 064½ TBC Washer	.08	
	1 C61½ O Washer	.08	
	1 067½ O Nut	.22	
	1 067½ GA Nut	.22	
	1 067½ GBB Nut	.36	
5	1 A6821X Pawl	.60	
	1 A6821X Pawl used	.50	
5	1 C6742 Axle	49.20	
6	1 C742 Axle (63 White)	49.20	
	Messenger Charge	.50	
8	1 C5559X gear	24.00	
	4 A6794 Pinion	20.16	
	1 D614X Fork	6.00	
	1 D4511 Gear	24.00	
	4 B4206X Bolt	3.56	
	1 54 7/8 TBC Gasket	.05	
	4 A625LX Nut	.15	
	Postage	.68	
	1 C60½ TBC Spider used	3.90	
10	26 gal gas (Put in	3.12	
	2 quarts oil (new truck 5/31)	.40	
16	1 E2801 Spring	12.60	
	Messenger Charge	.75	
18	1 gal Lochead Brake Fluid	3.25	
	1 C6742X Axle	49.20	
19	1 E2817 Spring	43.38	
20	1 C6742 Axle	49.20	
	Prepaid Express Charges	1.10	
21	2 D694X facing	4.80	
	20 S12X2 Rivets	.40	
	1 C5407 Gasket	.05	
	8 A1564X Washer	.16	
	8 C120½ E Washer	.32	
	Postage	.35	
22	1 E2801 Spring Assy	15.12	
	1 E2817 Spring assy	43.38	
	Prepaid Express Charges	5.55	
	Carried Forward	641.68	
1931	Brot Forward	641.68	
June 23	B1702 Pedal Assy.	1.74	
	Postage	.15	
	1 C61 TBE Axle Shaft Salvage	10.80	
	Express Charges	1.00	
	1 Rear Spring Complete for 63 White	43.38	
24	1-1000 gal. used galvonized iron Tank with sprinkler fitting & valve	75.00	
	2 pair 8 leaf overload springs for 63 White	78.00	
	8 U Clips	15.00	
	Prepaid Freight	2.18	

MC COY AUTO COMPANY
Vancouver, Washington

Sold to O. D. Wolfe — October 24, 1951

			Dr.	Cr.
	25	2 Willis Air Cleaners Installed	31.00	
	26	12-1224 Rear Studs	3.00	
		12-10708 Cap Nut	3.00	
		12-10709 Cap Nut	4.80	
		12-5/4 Hex Nuts	.60	
	27	1-24155X Latch	1.26	
		1-A6812XD Pawl	.80	
		1-B2845XA Sector	.66	
		1-37289 Chain	14.40	
		1-B12855 Idler Assy	10.50	
		1-7855X Spring	.60	
		Messenger Charge	.75	
	29	1 XT Valve for Booster on Model 63 White	25.00	
	29	4 FC 1912 Nap	2.40	
		4 FC 1666 Cap	1.40	
		Assemble Sprinkler Tank and fitting and load on truck for Umatilla Assemble part and fittings for installation of water pump on 20A White Send mechanic to Umatilla to assist in installation of pump & tank	105.54	
July	2	2 gal Lockead Brake Fluid	5.25	
	6	1 B11280X Spring	.42	
		Postage	.15	
	8	4 C4696XT Piston	10.80	
		4 A5462V Pin	5.04	
		4 A 3465X Screw	.96	
		4 A 3460x Washer	.20	
		4 S 3x4 Nut	.12	
		4 B 5926X Ring	2.40	
		4 A 6196X Ring	2.40	
		4 A 4542X Bush	1.60	
		1 D 655X Gasket	.70	
1951		Carried Forward	1102.24	
		Brot Forward	1102.24	
July	10	$1000 Fire & Theft Insurance on Model 51 #95522 Union Policy #515112	12.00	
		$1200 Fire & Theft Insurance on Model 51 #125596 Union Policy #515113	12.00	
		$500 Fire & Theft Insurance on Model 20 White #152398 Union Policy #515115	5.00	
		$500 Fire & Theft Insurance on Model 20 White #112795 Union Policy #515114	5.00	
		2 Front Main Leaves for 65 White	7.50	
		2 Rear Main leaves for 65 White	16.00	
	13	1-B 5145X Fork	5.24	
		1-00913½ B. H.	1.56	
		1-B914 GM Gear	21.60	
		1-C1511 Housing	11.40	
		1-A5742X Wire	.09	
		1-A5740X Nut	.54	
		1-80911 GA Nut	.08	
		1-B2635 Flange	2.04	
		1-A526XX Pin	..04	
		Messenger Charge	.40	
	14	1-B5414X Shaft	1.38	
		2-A5277X Bushing	.48	
	18	2-6742 Axle	98.40	
		Messenger Charge	.40	
	22	1-C5559X Gear		24.00
		4-A6794 Pinion Assy.		20.16
		1-D614X Ford		6.00
		4-B4306X Bolt		3.36
		4-A6251X Nut		.32
		1-67½ DEE Washer		.08
		2-3064TBC Nut		.54
		2-67½ GA Nut		.44
		1-[illegible] TBC Spider		3.10

Mc COY AUTO COMPANY
Vancouver, Washington

Sold to O. D. WOLFE — October 24, 1951

				Dr.	Cr.
Aug. 4	1-C2450 Lever			9.90	
	4-124 GK Pin			5.20	
	8-A5862X Bush			1.92	
	8-A6181X Ring			2.00	
	4-4 1/4 X ½ Oil Ring			2.40	
	Messenger Charge			.40	
		Carried Forward		1321.21	58.80
1951		Brot Forward		1321.21	58.80
Aug. 17	4-550-19 D. E. Tire	92.40			
	4-550-19 D. E. Tube	17.00			
		109.40			
	Less 2-10% 20.78				
	Less Old Tube 10.02	50.80		78.60	
18	Adjust Brakes 8/17			2.00	
	1 Front Spring Complete for 51A White			10.80	
	1 Front Spring Complete for 65 White			15.25	
22	1-A 10509 Cone			8.18	
	1-C 5380 Pinion			27.00	
	1-D7512X Gear			48.00	
	Messenger Charge			.75	
24	1-C 6382 Pinion			27.00	
27	4-32x6 HDAWT 45.50	174.00			
	4-32x6 HD Tube 5.30	21.20			
	Less 10 & 10	195.20			
		37.08			
	Shipped direct by Goodyear via U. P. Stage			158.12	
29	1-C 4210 Spring			10.80	
	1-C 2859 Wheel			14.40	
	1-D 955X Gear			48.00	
	Messenger Charge			.25	
	1-E 2801 Spring			15.12	
Sept. 1	1-Bearing for TBC rear end and 315 pinions			9.31	
9	1-C 5301X Used Pinion Gear salvage stock			10.80	
11	Western Union Telegram from Wolfe at Umatilla ordering parts 8-14 charge			.38	
	8-27 charge			.48	
18	Cash				225.71
26	Credit to cancel charge Sept. 9-Used Pinion gear salvage stock				10.80
28	Interest charge			17.80	
				1765.65	236.51
				1529.14	

Endorsed: File No. 1032
Filed November 5, 1931
HAL E. HOSS,
Secretary of State.

NOTICE OF CLAIM

TO: STATE OF OREGON
OREGON STATE HIGHWAY COMMISSION
O. D. WOLFE, HIS HEIRS, ADMINISTRATORS AND/OR EXECUTORS
METROPOLITAN CASUALTY INSURANCE COMPANY, a corporation.

NOTICE IS HEREBY GIVEN that the undersigned BALZER MACHINERY CO., a co-partnership consisting of R. L. Balzer and Ethel Balzer, has a claim for materials furnished and equipment rented, consisting generally of Rental of Air Compressors, Jackhammers, replacement of repair parts worn out on job, and drill steel consumed on job, in the sum of $2770.00 with interest thereon as by law provided, against the bond taken from O. D. Wolfe, an individual, of Washougal, Washington, principal of said bond, and Metropolitan Casualty Insurance Company, a corporation, as surety for said bond, for the work of highway improvement covering the improvement of the west unit of Umatilla West Sand section of Columbia River Highway; that the State of Oregon contracted with said principal, O. D. Wolfe on or about the 1st day of May, 1951 to do said work and said bond was furnsihed as by the terms of said contract and the laws of the State of Oregon provided and to insure the faithful performance of said contract as by its terms provided and by law required; that the said materials furnished and equipment rented as aforesaid by claimant to said O. D. Wolfe were furnished for and used in the performance of the work called for by said contract and bond; that attached hereto is a detailed statement of said claim and made a part hereof.

IN WITNESS WHEREOF claimant, Balzer Machinery Co., a co-partnership as aforesaid, has caused these presents to be executed by R. L. Balzer, one of said co-partners thereunto duly authorized this 7th day of November, 1951.

BALZER MACHINERY CO.

By R. L. BALZER

* * * * * * * * * * *

BALZER MACHINERY COMPANY
575 Pine Street
Portland, Oregon
November 1, 1951.

Statement of Balzer Machinery Company's account against O. D. Wolfe, Washougal, Washington, covering equipment rental, repairs, and materia l furnished on O. D. Wolfe's contract with the State of Oregon covering improvement of West unit Umatilla-Sand section of the Columbia River Highway.

May 9	Rental on 1-Used Class 160 Gardner-Denver Portable Air Compresor-Serial 57600 from 5/9/ to 6/8/51 inc.		$200.00
May 9	1 Set Hand Sharpening Tools 7/8" as follows:		
	1-C5-51A Sow 9/16" Slot	4.40	
	1-C5-51B Bottom spreader	2.00	
	1-C5-51S Set hammer	1.65	
	1-C5-51R Top fuller	1.35	
	1-C5-51Q Quarter Dolly	2.60	
	1-C5-51T Top spreader	2.00	
	1-C5-51D Square face dolly less pin	4.00	
	1-C5-52A Punch	1.10	
			$ 19.10

May 9	1-Used Garner-Denver Drill-Serial 2197			$125.00
May 11	8-8'-7/8" Hex. Hollow Drills	@ 5.00		$ 40.00#
May 9	2-Gardner-Denver Drills Used-Serial numbers 60542-5109	125.00	250.00	
	200'-3/4" Air hose	.25	50.00	
	4-Complete sets couplings for same	4.00	16.00	
	10-Used 2'-7/8" Hex.hollow drills 62#/.10		6.20#	
	With collars and bits	1.00	10.00#	
	10-New 4'-7/8" Hex. Hollow drills	3.40	34.00#	
	10-New 6'-7/8" Hex. Hollow drills	4.20	42.00#	
May 9	10-Short used 7/8" Hex. Hollow drills			$408.20
	with collars and bitts 58#	.10	5.80	
	Plus collars and bits 650# each	1.00	10.00	
	2-#11-56AB Steel Pullers	3.05	6.10	
	4-Set couplings	2.00	8.00	
	12-Gaskets	.05	.60	
				$ 28.50#

May 14	15-Pieces Crucible Drills as listed:			
	3-4' 7/8" Hex. Hollow Drills	3.40	10.20	
	3-6' 7/8" Hex. Hollow Drills	4.20	12.60	
	3-8' 7/8" Hex. Hollow Drills	5.00	15.00	
	3-10' 7/8" Hex. Hollow Drills	5.80	17.40	
	3-12' 7/8" Hex. Hollow Drills	6.60	19.80	
				$ 75.00#
June 2	1-#87-7L Chuck Liner 7/8" Hex x5½	5.40	5.40	
	Postage		.10	
				$ 5.50#
June 9	Rental on 1-Used Class 160 Gardner-Denver Portable Air Compressor-Serial 57600 from 6/9 to 7/8/31 Inc.			$200.00#
June 19	1-Fan Belt 5' 10" x 1½" for GD Air Compressor		1.75	
	Postage		.08	
				$ 1.83#
June 11	1-Fan Belt for Class 110 Air Compressor			$ 2.30#
June 29	1-#1R55-506-4Pt Wet Dollies 2"		8.25	
	1-#1R55-504-4Pt Wet Dolly 1-7/8"		8.25	
	Postage		.27	
				$ 16.77
July 9	Rental on 1-Used Class 160 Gardner Denver Portable Air Compressor-Serial 57600 from 7/9 to 8/8/31 Inc.			$200.00#
July 16	Rental on 1-Class 110 GD Portable Air Compressor on steel wheels-Serial 53958 from 7/16 to 8/15/31 Inc.			$150.00#
July 16	Rental on 1-Ingersoll Jackhammer-Serial 152035-100-BC4 from 7/16 to 8/15/31 inc.			$ 25.00#
July 16	2-50' lengths 3/4" Air Hose, coupled		$16.50	$ 33.00
July 20	Rental on 2-Ingersoll-Rand Jackhammers-Serial nos. (%) 217144 and 90435 from 7/20/ to 8/19/31 Inc.		$25.00	$ 50.00#
	(%) 217144 Exchanges for New Model 11 GD Drill-Serial 62875 - 7/25/31			
July 20	Rental on 1-Class 110 GD Portable Air Compressor, mounted on steel wheels-Serial 59307 from 7/20 to 8/19/31 inc.			$200.00#

July 24	2-#11-9C Hammers	19.00	38.00	
	2-#11-12B Throttle Valves	4.60	9.20	
	6-#11-56AB Steel Pullers	2.75	16.50	
	12-#90-11A Pawls	.90	10.80	
	1-#11-33 Ratchet Rings		6.55	
	1-#90-147 Swivel Air Connection tube		3.00	
	2-#11-27AA Air Tubes	.95	1.90	
	5-#11-12E Throttle valve handles	.75	3.75	$ 89.50#
July 27	3-#11-86-55 Rifle Bars for Model 11 GD Drill	11.00	33.00	
	Postage		.45	$ 33.45#
July 28	5-#11-25-55 Rifle Nuts for #11 GD Drill	3.00	15.00	
	Postage		.22	$ 15.22#

July 25	Rental on 1-Model 11 GD Drill-Serial 62875				
	from 7/25 to 8/24/51 Inc.				$25.00#
July 27	2-#11-26-35 Rifle Bars for Model 11				
	Gardner-Denver Drills		11.00	22.00	
	Postage and insurance			.17	$22.17#
July 25	5-#11-9C Hammers		19.00	57.00	
	5-#11-12B Throttle valves		4.60	13.80	
	1-#11-33 Ratchet Rings			6.35	
	1-#60-147 Swivel Air conn. tubes			3.00	
	5-#37-7LL Chuck Liners 7/8 x 4¼		4.90	24.50	
	Postage and insurance			.21	$105.56#
July 20	2-50' lengths 3/4" Air Hose coupled				
	@ 16.50		33.00 net	33.00	
	200'-1¼" Used pipe per ft. 7¢		14.00 Net	14.00	
	Pipe fittings as follows:				
	2-1¼" Ells	.4¢	.80 65%	.28	
	3-1¼" Tees	.52	1.56 65%	.55	
	3-1¼" to 3/4" Bushings	.07	.21 10%	.19	
	6-3/4" to 3" Nipples	.09	.54 60%	.22	
	3-Cut-off valves	3.65	10.95 Net	10.95	$ 59.19
Aug 4	12-#188 Valve springs-small		.20	2.40	
	12-#188 Valve springs-lrg light		.20	2.40	
	2-Valve Discs 2-1/8 x 1/3/16		1.06	2.12	
	2-Valve Discs 3-9/16 x 2-9/16		1.35	2.70	
	Postage and insurance			.34	$ 9.76#
			Page 4		
Aug. 5	12-#7-11C Ratchet Ring Pawl Springs				
	for GD Drill		.10	1.20	
	6-#370-HCR2 Ratchet Springs				
	for Ingersoll-Rand Drill		.10	.60	
	Postage and insurance			.08	$ 1.88#
Aug 8	1-Hand Hole Plate Gasket for Class				
	160 GD Compressor			.50	
	1-¼" Priming Cup Long Shank			.45	
	Postage and insurance			.08	$ 1.03#
Aug 9	Rental on 1-Used Class 160 GD Portable Air Compressor				
	Serial 57600 from 8/9 to 9/8/51 inc.				$200.00#
Aug 5	1-#216 Suction Unlodding Locknut			.85	
	1-Exhaust valve complete				
	1-#128 Discharge valve bumper			3.25	
	1-#203 Discharge valve seat with stud			4.70	
	6-#188 Valve springs-lrg light		.20	1.20	
	1-Valve Disc 2-1/8 x 1-3/16			1.06	
	1-Valve Disc 3-9/16 x 2-9/16			1.35	
	1-#187 Exhaust Valve clamp piece			.70	
	for Class 110 XH Serial 55134				$ 13.11#
	Postage included on invoice for Suction valves				
A	2-Suction valves complete				
	2-202 Suction valve seats		5.80	11.60	
	2-154 Suction valve bumper w/stud		3.10	6.20	
	2-221 Suction unload valve stud w/nut		.85	1.70	
	12-188 Valve springs		.20	2.40	
	2-Valve Discs 2-1/8 x 1-3/16		1.06	2.12	
	2-Valve Discs 3-9/16 x 2-9/16		1.35	2.70	
	2-220 Suction valve unload springs		.17	.34	
	2-215 Suction unload adj. screw seat		.85	1.70	
	2-219 Suction unload finger pins		.35	.70	
	2-218 Suction unload fingers		.65	1.30	
	for Class 110 Type XH-Serial 55936				
	Postage and insurance			.34	$ 31.10#

Aug 8	1-4-1/16 x 3 Valve Discs for Class 160 XH		1.50	
	1-2-1/8 x 1/316 Valve Discs for Class 116XA		1.06	
	Postage		.05	$ 2.61#
Aug 13	2-Fan Belts 1 5/4" x 55" Plate			
	for Type XH GD Air Comp-Serial 55154	2.30	4.60	
	Postage and insurance		.15	$ 4.75#
Aug 15	1-Cylinder Head Gaskets for			
	Class 110 XH GD Portable Air Comp.	1.00	2.00	$ 2.00#
Aug 15	1-Exhaust valve complete consisting of:			
	1-#208 Discharge valve seat with stud		4.70	
	1-#128 Discharge Valve bumper		3.25	
	6-#188 Valve springs-lrg light	.20	1.20	
	1-#187 Exhaust valve clamp piece		.70	
	1-Valve Disc 2-1/8 x 1-5/16		1.06	
	1-Valve Disc 3-9/16 x 2-9/16		1.35	
	for Class 110 XH Comp.			
	Postage and insurance		.30	$ 12.56#
Aug 15	1-Suction Valve complete including:			
	1-202 Suction valve seat		3.80	
	1-154 Suction valve bumper with stud		3.10	
	1-221 Suction unload valve stud w/ nut		.85	
	6-#188 Valve springs-lrg light	.20	1.20	
	1-Valve Disc 2-1/8 x 1-5/16		1.06	
	1-Valve Disc 3-9/16 x 2-9/16		1.35	
	1-220 Suction valve unload spring		.17	
	1-215 Suction unload adj. screw seat		.85	
	1-219 Suction unload finger pins		.35	
	1-218 Suction unload fingers		.65	
	for Class 110 XH GD Compressor			$ 15.38#
Aug 16	Rental on			
	1-Ingersoll-Rand Jackhammer-Serial 90455		25.00	
	1-Model 11 GD Drill-Serial 62875		25.00	
	from 8/20 to 9/19/31 inc.			$ 50.00#
Aug 16	6-#11-15C Valve Plug Washers	.05	.30	
	6-#11-15R Valve Plug Washer Retainer	.10	.60	
	Postage and insurance		.08	$ .98#
Aug 20	Rental on 1-Class 160 GD Portable Air Compressor mounted on Steel wheels-Serial 59307 from 8/20 to 9/19/31 Inc.			$200.00#
Aug 16	Rental on 1-Ingersoll-Rand Jackhammer-Serial 152035 from 8/16 to 9/15/31 inc.			$ 25.00#
Aug 16	Rental on 1-Class 110 GD Portable Air Compressor on steel wheels-Serial 53958 from 8/16 to 9/15/31 inc.			$137.50#

Aug 16	2-Cylinder Head Gaskets for			
	Type KTU Buda Motor	1.40	2.80	
	Postage		.12	$ 2.92#
Aug 18	2-Fan Belts for Class 110 XH			
	GD Compressor	2.30	4.60	
	Postage		.23	$ 4.83#
Aug. 25	2-#11-9C Hammers	19.00	38.00	
	2-#11-25-35 Rifle Nuts	3.00	6.00	
	2-#37-7L Chuck Liners 5/4 shank	4.90	9.80	
	12-#7-11C Ratchet Ring Pawl springs	.10	1.20	
	for #11 GD Drill		55.00	
	Postage and insurance		.55	$ 55.55#
Aug 25	Rental on 1-Model 11 GD Drill-Serial 62875 from 8/25 to 9/24/31 inc.			$ 25.00#
Aug 27	2-#11-9C Hammers	19.00	38.00	
	2-#11-25-35 Rifle Nuts	3.00	6.00	
	4-#37-7L Chuck Liners	4.90	19.60	
	Postage and insurance		.63	$ 64.23#
Sept 16	Rental on 1-Ingersoll Jackhammer-Serial 152035 from 9/16/ to 10/15/31 inc.			$25.00#

Sept 16	Rental on 1-Class 110 GD Portable Air Compressor Serial 53958 on steel wheels from 9/16 to 10/15/31 inc.			$125.00/
Sept 9	Rental on 1-Used Class 160 GD Portable Air Compressor Serial 57600 from 9/9 to 10/8/31 inc.			$200.00/
Sept 20	Rental on 1-Class 160 GD Portable Air Compressor Serial 59307 mounted on steel wheels from 9/20 to 10/19/31 Inc.			$200.00/
Sept.20	Rental on 1-Ingersoll-Rand Jackhammer-Serial 90435 1-Model 11 GD Drill-Serial 62785 from 9/20 to 10/19/31 inc.	25.00 25.00		$ 50.00/
Sept 25	Rental on 1-Model 11 GD Drill-Serial 2875 from 9/25/ to 10/24/31 inc.			$ 25.00/

Oct 16	Rental on 1-Ingersoll Jackhammer-Serial 152035 from 10/16 to 11/15/31 inc.			$ 25.00/
Oct 25	Rental on 1-Model 11 GD Drill-Serial 62875 from 11/25 to 11/24/31 inc.			$ 25.00/
Oct 20	Rental on 1-Ingersoll-Rand Jackhammer-Serial 90435 1-Model 11 GD Drill-Serial 62875 from 10/20 to 11/19/31 inc.	25.00 25.00		$ 50.00/
			$5743.25	$5743.21

CREDIT MEMOS

July 25	Crediting your account for the following requipment returned:			
	1-C5-51A Sow 9/16" slot	4.40		
	1-C5-51B Bottom Spreader	2.00		
	1-C5-51S Set Hammer	1.65		
	1-C5-51R Tap Fuller	1.35		
	1-C5-51Q Quarter Dolly	2.60		
	1-C5-51T Top Spreader	2.00		
	1-C5-51D Face Dolly less Pin	4.00		
	Hand sharpening tools			$ 18.00
	1-Ingersoll-Rand Jackhammer-Serial 217144 exchanged for 1 Modell 11 GD Drill-Serial 62875 fro rental			
Sept 25	Crediting your account to adjust rental on Compressor returned As billed-our invoice 6685 Rental on 1-Class 110 GD Portable Air Compressor-Serial 53958 from 9/16 to 10/15/31 As should be:	125.00		
	Rental on 1-Class 110 GD Portage Air Compressor-Serial 53958 from 9/16 to 9/25/31 10/30 Mo. 125.00	41.67		
	Net Credit			$ 83.33/
Sept 25	Crediting your account to adjust rental on Compressor returned As billed on 1-Class 160 gd Portabe Air Compressor-Serial 59307-our invoice 6805 from 9/20/ to 10/19/31 inc.	200.00		
	As Should be: Rental on 1-Class 160 GD Portable Air Compressor-Serial 59307 from 9/20 to 9/25/31 inc.	40.00		
	Net Credit			$160.00/

Sept 25	Crediting your account to adjust rental on Compressor returned As billed-our invoice 6688 Rental on-1-Used Class 160 GD Portable Air Compressor-Serial 57600 from 9/9/ to 10/8/31 inc.	200.00		
	As should be: Rental on 1-Used Class 160 GD Portable Air Compressor-Serial 57600 from 9/9 to 9/25/31 inc. 17/30 Mo.	200.00	113.33	
	Net Credit			$ 66.67/
Oct 27	Crediting your account to adjust rental on Drill returned as billed-our invoice 6988 Rental on 1-Ingersoll Jackhammer-Serial 152035 from 10/16 to 11/15/31 inc.	25.00		
	As should be: Rental on 1-Ingersoll Jackhammhr-Serial 152035 from 10/16 to 10/27/31 inc. 12/30 Mo. 25.00	10.00		
	Net Credit			$ 15.00/
Oct. 27	Crediting your account to adjust rental on 2 drills returned as billed-our invoice 7033			

	Rental on 1-Ingersoll-Rand Jackhammer Serial 90435 and 1-Model 11 GD Drill-Serial 62785 from 10/ 20 to 11/19/31 inc.	50.00		
	As should be: Rental on 1-Ingersoll-Rand Jackhammer Serial 90435 and 1-Model 11 GD Drill-Serail 62785 from 10/20 to 10/27/31 inc. 8/30 Mo. 50.00	13.33		
	Net Credit		$ 36.67#	
Oct 27	Crediting your account to adjust rental on drill returned as billed-our invoice 7052 Rental on 1-Model 11 GD Drill-Serial 62875 from 10/25 to 11/24/31 Inc.	25.00		
	As should be: Rental on 1-Model 11 GD Drill-Serial 62875 from 10/25 to 10/27/31 inc. 5/30 Mo. 25.00	2.50		
	Net Credit		$ 22.50#	
			$422.17	$422.17
	Total balance due - -			$3321.06

Items marked (#) cover rentals, replacement of repair parts worn out on job, and drill steel consumed on job and are claimed as lienable items under Surety Bond furnished by Metropolitan Causuality Insurance Company. These items amount to... $2770.00

Items not marked with (#) cover outright purchase of supplies not consumed on job and covering which no claim is made under Surety Bond. These items amount to .... $ 551.06

Total balance due on account $3321.16

Endorsed: File No. 1038
Filed November 10, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Balzer Machinery Company for materials furnished and equipment rented in the sum of $2770.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand section of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on November 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of November, A. D. 19 31

Hal E. Hoss

Secretary of State

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract #1254, Continued from Reel #10 Ends with: Contract #1293, 1375

FLASH CARDS: Begins every contract

Remarks: Contract #1293, 1375, continued on Reel #12

Reel No. 11 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 13 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden

STATE OF OREGON

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Signature Scott G. Rhoden